

25



City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
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R-2007-0196 Resolution In Committee

Resolution approving an Economic Development Loan to Charles D. Blodgett, d/b/a The Chiropractic & Wellness Group, S.C. under the Department of Housing and Urban Development Community Development Block Grant Program in an amount not to exceed \$60,000.

Introduced: 8/7/2007

Controlling Body: Administration & Finance Committee

Sponsor(s): Administration & Finance Committee

COMMITTEE RECOMMENDATION

adopt

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>AUG - 7 2007</u>			Barczak				
			Czaplewski	✓		✓	✓
			Dobrowski				
			Kopplin				
			Lajsic	✓			
			Narlock				
			Reinke	✓			
			Sengstock				
		✓		Weigel	✓		
			TOTAL	<u>3</u>		<u>1</u>	<u>1</u>

SIGNATURE OF COMMITTEE MEMBER

[Signature]
Chair

Vice-Chair

Member

COMMON COUNCIL ACTION *adopt*

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>8-7-07</u>	✓		Barczak xc				✓
			Czaplewski			✓	
			Dobrowski	✓			
			Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Sengstock	✓			
			Vitale	✓			
		Weigel	✓				
			TOTAL	<u>8</u>	<u>-</u>	<u>1</u>	<u>1</u>



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2007-0196

Final Action:

AUG - 7 2007

Sponsor(s): Administration & Finance Committee

Resolution approving an Economic Development Loan to Charles D. Blodgett, d/b/a The Chiropractic & Wellness Group, S.C. under the Department of Housing and Urban Development Community Development Block Grant Program in an amount not to exceed \$60,000.

WHEREAS, Charles D. Blodgett, d/b/a The Chiropractic & Wellness Group, S.C., a corporation created under the laws of Wisconsin, has applied for a loan from the City of West Allis in the amount of Sixty Thousand Dollars (\$60,000), under the Department of Housing and Urban Development Community Development Block Grant Program, for the purpose of purchasing and renovating the property at 10025 W. Greenfield Ave., West Allis; and,

WHEREAS, the Department of Development has reviewed the loan request from Charles D. Blodgett, d/b/a The Chiropractic & Wellness Group, S.C. and has determined that the Project is eligible for funding under the Community Development Block Grant guidelines; and,

WHEREAS, the Department of Development has recommended approval of a Community Development Block Grant funded loan for the purpose of completing the Project; and,

WHEREAS, the Economic Development Loan Task Force met on August 6, 2007, to consider this loan application and recommended approval of this Economic Development loan application.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that it hereby approves a Loan in an amount not to exceed Sixty Thousand Dollars (\$60,000) to Charles D. Blodgett, d/b/a The Chiropractic & Wellness Group, S.C. in accordance with the terms and conditions outlined in the Commitment Letter attached as Exhibit A hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED that the City Attorney is hereby authorized to prepare loan documents required by the aforesaid commitment.

BE IT FURTHER RESOLVED that the proper City Officers, or any of their authorized deputies, as necessary, are authorized on behalf of the City to execute the aforesaid loan documents.

Dev-R480\bjb\8-7-07

cc: Department of Development
Chris Phinney, Grants Accounting Specialist

AUG - 7 2007

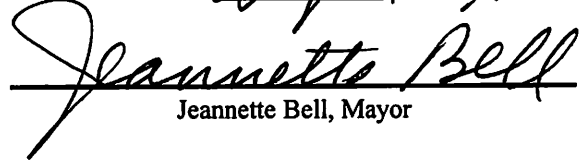
ADOPTED



Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED

August 8, 2007



Jeannette Bell, Mayor

LOAN AGREEMENT

THIS AGREEMENT is made and entered into this 17 day of September, 2007, by and between **THE CHIROPRACTIC AND WELLNESS GROUP, S.C.**, a Wisconsin service corporation, having its principal office at 10025 West Greenfield Avenue, West Allis, Wisconsin ("Borrower"); and, the **CITY OF WEST ALLIS**, a Municipal Corporation, organized and existing under the laws of the State of Wisconsin ("City").

WITNESSETH:

WHEREAS, the City has implemented an Economic Development Loan Program under the provisions of the Housing and Community Development Act; and,

WHEREAS, the Borrower desires to renovate the property at 10025 West Greenfield Avenue, West Allis, Wisconsin, for the expansion and relocation of a chiropractic practice and office (the "Project"); and,

WHEREAS, the Borrower has made application for a Sixty Thousand and no/100 Dollars (\$60,000.00) loan to be used for renovation of said real estate (the "Loan"); and,

WHEREAS, the City is willing to make the Loan and the Borrower accept the Loan, in accordance with the following terms and conditions.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations, warranties, assurances, covenants and agreements hereinafter set forth, the parties agree as follows:

1. The City shall loan to the Borrower from its Community Development Block Grant Funds the maximum sum of Sixty Thousand and no/100 Dollars (\$60,000.00) pursuant to the terms and conditions of a Promissory Note in the form attached hereto as Exhibit "A", the terms of which are incorporated herein by reference (the "Note"), a Mortgage on the Project real estate attached hereto as Exhibit "B", a General Security Agreement on all assets and accounts receivable of the Borrower attached hereto as Exhibit "C", and a Guaranty of Payment and Performance from Charles D. Blodgett and Michael K. Drout attached hereto as Exhibit "D-1" & "D-2" (collectively referred to herein with this Agreement as the "Loan Documents").

2. The proceeds of the Loan will be disbursed by the City to Borrower upon closing of the loan.

3. As security for the Loan, the Borrower shall deliver to the City:

A. A General Security Agreement in the form attached hereto as Exhibit "C", encumbering the assets and accounts receivable of The Chiropractic and Wellness Group, S.C., West Allis, Wisconsin.

B. A Guaranty of Payment in the form attached hereto as Exhibit "D"

from Charles D. Blodgett and Michael K. Drout, members of The Chiropractic and Wellness Group, S.C.

C. A Third Mortgage subordinated to Cornerstone Community Bank and Mark R. Powell and Beth A. Powell on the real estate owned by Wellness Doctors, LLC and located at 10025 W. Greenfield Ave., West Allis, WI

4. In order to induce the City to enter into this Agreement, the Borrower makes the following representations, assurances, covenants and certifications:

A. Within three (3) years from the closing of this transaction, the Project will retain nine (9) full-time equivalent positions and create or have created at least three (3) new permanent full time equivalent jobs which will be filled by low to moderate income persons. The Borrower agrees that the jobs created will be held by low to moderate income persons and that Borrower will provide training for any of those jobs requiring special skills or education; and to this end, upon demand, Borrower will give to the City:

(1) A listing by job title of all permanent jobs to be retained and created by the Project.

(2) A listing by job title of the permanent jobs filled and which jobs were initially held by low and moderate income persons.

(3) A written certification from each low to moderate income person hired stating that the person's family income is below that required to be low and moderate income, as herein provided, with a statement that the information is subject to verification.

For purposes of this section, a low to moderate income person is defined as a member of a low to moderate income family within the applicable income limits for Section 8 Rental Assistance Programs which are set forth in Exhibit "E" attached hereto.

B. The Project would not be undertaken unless the public funding provided by the Loan becomes available, as the Borrower can maximally raise only a portion of the debt and equity funds required to complete the Project.

C. This Agreement, the Note and other Loan Documents are legal, valid, binding upon and enforceable against the Borrower in accordance with their terms, except as such terms may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditor's rights generally and except as may be limited by general principles of equity.

D. The Borrower will comply with all of the terms and conditions contained in the Federal Requirements for Economic Development Loans in Exhibit "F" attached hereto.

E. During the term of the Loan:

(1) The Borrower will provide the City annually with true and correct copies of financial statements and a narrative statement of the state of their business, including sales trends and projections and disclosure of any material cost or liability not contained on the financial statement. All financial statements are to be prepared in accordance with generally accepted principles of auditing and accounting applied on a basis consistent with the Borrower's accounting practices for the prior year. Reports must be submitted annually.

F. The Borrower will file when due or obtain valid extensions for all federal and state income and other tax returns which are required to be filed and will pay all taxes shown on said returns and on all assessments received by them to the extent that such taxes shall have become due. The Borrower has no knowledge of any liabilities, which may be asserted against them upon, audit of their federal or state tax returns.

G. Except as disclosed by the Borrower to the City in writing prior to the date hereof, there is no action, suit, proceeding or investigation before any court, public board or body pending or threatened against the Borrower or any of its property which, if adversely determined, would have a material adverse effect upon the business, properties or financial condition of the Borrower.

H. The Borrower shall execute and deliver to the City such financing statements and other documents as may be required to create, perfect, preserve and maintain any security interest now or in the future granted to the City by the Borrower.

I. The Borrower shall preserve and maintain its business as presently conducted or contemplated, and all of its rights, privileges and franchises necessary or desirable in the normal conduct of said business, and conduct its business in an orderly, efficient and regular manner, keep its property useful or necessary to the operation of their business in good working order and condition, and from time to time make all needed repairs, renewals and replacements thereto, so that the efficiency of the Borrower's property shall be usefully preserved, and will comply with all applicable laws and regulations governing the conduct of the Borrower's business and the terms of any indenture, contract or other instrument to which the Borrower may be a party or under which it or its property may be bound, if noncompliance will have a material adverse effect upon its financial

condition, except where contested in good faith and by proper proceedings.

J. The Borrower shall pay to the City, upon demand, all reasonable charges and expenses of every kind or description, including, but not limited to, attorney's fees and expenses of litigation and any and all expenses incurred by the City in seeking relief from the automatic stay or any other bankruptcy proceedings, and other expenses (of the type customarily charged by the City) incurred or expended by the City in connection with or in any way related to the City's relationship with the Borrower, with respect to the transactions contemplated by this Agreement or any other Loan Document, whether hereunder or otherwise.

K. The Borrower shall immediately notify the City in writing of the occurrence of any failure by them to observe or perform any covenant or agreement contained in any Loan Document or any other default hereunder or under any other Loan Document.

L. At closing of the Loan, Borrower shall have good and marketable title to the real estate subject to the mortgages as herein provided. During the term of the Loan, all such property will be insured to the extent required in the exercise of prudent business judgment.

5. All statements contained in any certificate, instrument or document delivered by or on behalf of any of the parties pursuant to this Agreement and the transactions contemplated hereby shall be deemed representations and warranties by the respective parties hereunder unless otherwise expressly provided herein. The representations, assurances and covenants contained in this Agreement shall survive the closing and continue in full force and effect for the duration of the Loan. No examination or investigation by or on behalf of the City shall have the effect of estopping the City from asserting breach or failure of any such representation or warranty or constitute or operate as a waiver of any such representation or assurance in whole or in part.

6. The Loan shall be closed at the West Allis City Hall at a mutually agreeable time within thirty (30) days of the date of execution of this Agreement. The City's obligation to fund the Loan is conditioned upon the Borrower providing the City, prior to the date of closing:

A. Any preconditions for closing set forth in Exhibit "G" attached hereto, the Loan Commitment Letter dated August 8, 2007, and accepted by Borrower on August 17, 2007.

B. Any and all valid termination statements, releases or subordination agreements the City may require to guaranty that the security for the Loan has the priority positions called for by this Agreement.

C. All Loan Documents which the City shall deem necessary or required relative to the completion of the Loan, including the Note, mortgage, personal guaranties, security agreements and such other financial statements as are required for the perfection thereof.

D. Such policies or other evidence of coverage acceptable to the City of all insurance required under the Loan Documents.

E. Verification of confidential financial statements from the Managing Members of the Borrower were obtained in the form attached hereto as Exhibit "H".

F. Mortgagees Title Commitment reflecting the City's security position on the real estate.

G. The Borrower shall provide the Federal I.D. number and the Dunn's number for the service corporation.

H. A copy of the appraisal and environmental reports.

I. Invoices for work to be performed with borrowed funds.

In the event the Borrower is unable to satisfy the conditions of this section, the City's obligation to fund the Loan shall terminate and be of no further force or effect.

7. In the event of a nonpayment by Borrower of any sum of money at the time or times when the payment shall become due; or the failure to observe or perform any of the covenants or agreements by the Borrower to be kept and performed under the Loan Documents; or the breach of any representation, warranty or assurance made in the Loan Documents by Borrower or in any document furnished under the terms of any Loan Document; then, in such case, the whole amount of principal due on the Note shall, at the option of the City, become immediately due and payable without any notice whatsoever, which is hereby waived, and the same, together with all sums of money which may be or have been paid by the City in connection therewith, plus interest thereon at the rate aforesaid, shall thereupon be collectible in a suit of law, in the same manner as if the whole of said principal sum had been made payable at the time when any such default shall occur; and, the Borrower covenants and agrees that it will pay to the City all expenses incurred therein, and in addition to the taxable costs in such suit, a reasonable sum of money as attorneys' fees, to be included with the expenses above mentioned in the judgment or decree.

8. Each of the parties to this Agreement is entitled to all remedies in the

event of default or breach provided at law or in equity. Any forbearance by the City in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

9. Any notices or other communications required or permitted hereunder shall be in writing and shall be sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, addressed as follows:

If to the Borrower: The Chiropractic and Wellness Group, S.C.
10025 West Greenfield Avenue
West Allis, WI 53214

If to the City: City of West Allis
7525 West Greenfield Avenue
West Allis, Wisconsin 53214
Attn: Community Development Manager

All such notices or other communications, if mailed, shall be deemed given three (3) days after having been post marked.


10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder or of the Loan Documents shall be assigned without the prior written consent of the other parties.

11. This Agreement and the performance of transactions contemplated hereby shall be governed by, construed and enforced under and in accordance with the laws of the State of Wisconsin.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date, month and year first above written.

CITY OF WEST ALLIS ("City")

**THE CHIROPRACTIC & WELLENSS GROUP, S.C.
("Borrower")**

By: 
John F. Stibal, Director
Department of Development

By: 
Charles D. Blodgett, Member

Attest: 
Gary Schmid, Manager
Finance Division/Comptroller

By: 
Michael K. Drout, Member

q\ed\l-b-l-a-bjbb9-13-07

"Exhibit A to Loan Agreement"

\$60,000.00

West Allis, Wisconsin
September 19, 2007

NOTE

FOR VALUE RECEIVED, The undersigned, The Chiropractic and Wellness Group, S.C., a Wisconsin service corporation, ("Borrower"), promises to pay to the order of the City of West Allis, a municipal corporation ("City"), the sum of Sixty Thousand and no/100 Dollars (\$60,000.00), together with interest at the rate of seven and one quarter percent (7.25%) per annum, until paid in full, in equal monthly payments of principal and interest of \$409.31, due and payable on or before the first day of each month, commencing on October 1, 2007 with an anticipated completion date of September 1, 2027.

The Borrower agrees to pay all costs of collection, including reasonable attorneys fees and all fees and expenses incurred in endeavoring to protect, enforce and realize upon any collateral security for the payment of the Note. Borrower, for itself, its successors and assigns, hereby expressly waives presentment for payment, notice of dishonor, presentment, notice of protest, protest and all diligence of collection.

All payments shall be made in lawful currency of the United States of America, to the City Clerk/Treasurer of the City of West Allis, 7525 West Greenfield Avenue, West Allis, Wisconsin 53214, or such other place of payment as the holder of this Note may designate in writing.

As liquidated damages for the additional expenses incurred by the holder of this Note, because of the failure of the Borrower to make prompt payment, the holder may collect a late charge not to exceed one percent (1%) per month on each dollar of each payment on this Note which is more than ten (10) days in arrears; provided, that no such charge shall exceed the maximum amount which may be charged according to law.

If any installment of principal or interest is not paid when it becomes due, or if default occurs in the performance or compliance with the covenants and conditions of any instrument securing the indebtedness evidenced by this Note, or in the Loan Agreement pursuant to which this Note is given, the holder may, at its option, to be exercised at any time thereafter, declare the entire unpaid balance of principal and accrued interest immediately due and payable, without notice or demand, both notice and demand being hereby expressly waived. The holder's failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Thereafter in lieu of late charges and any other interest provided for in this Note, all unpaid principal and interest shall bear interest at the rate of eleven and one-half percent (11.5%) per annum until paid.

This Note is secured by a General Business Security Agreement on business assets, a

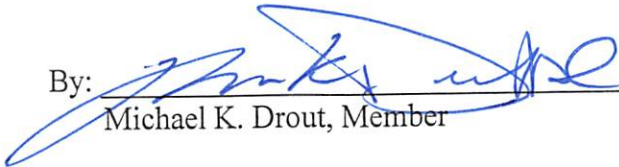
third mortgage on the property at 10025 W. Greenfield Ave. subordinated to a mortgage of Cornerstone Community Bank and a mortgage of Mark R. Powell and Beth A. Powell, and a Guaranty of Payment and Performance from Charles D. Blodgett and Michael K. Drout, members of The Chiropractic and Wellness Group, S.C.

This Note may be prepaid, in full or in part, without penalty.

This Note is executed in and is governed by the laws of the State of Wisconsin. Invalidation of any provision shall not affect the validity of any other provision. Without affecting the liability of the Borrower or any guarantor or enforcer, the holder may, without notice, renew or extend the time for payment, accept partial payments, release or impair any collateral security for the payment of this Note or agree to sue any party liable on it. Waiver of any default shall not constitute a waiver of any other or subsequent default.

THE CHIROPRACTIC & WELLNESS GROUP, S.C.
("Borrower")

By: 
Charles D. Blodgett, Member

By: 
Michael K. Drout, Member

"Exhibit B to Loan Agreement"

MORTGAGE

Document Number _____ Document Title _____

KNOW ALL MEN that Wellness Doctors, LLC., a Wisconsin liability corporation herein called the "Mortgagor", hereby mortgages, conveys and warrants to the CITY OF WEST ALLIS, a municipal corporation, organized and existing under the laws of Wisconsin, whose address is 7525 West Greenfield Avenue, West Allis, Wisconsin, herein called the "Mortgagee", in consideration of the sum of Sixty Thousand and no/100 Dollars (\$60,000.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the real estate, together with the buildings and improvements now located or hereafter erected thereon, located in the County of Milwaukee, State of Wisconsin, and more particularly described as follows:

Legal Description

Parcel A of Certified Survey Map No. 877, recorded on July 10, 1968, Reel 429, Images 155-158 inclusive, as Document No. 4403789, of a part of the Northwest 1/4 of Section 5, Township 6 North, Range 21 East, City of West Allis, Wisconsin, excluding vacated West Orchard Place adjoining on the South.

Address: 10025 W. Greenfield Avenue
West Allis, Wisconsin 53214

herein called the "Property", together with all the hereditaments, privileges and appurtenances to the same belonging, and all the rents, issues and profits, which may arise or be had therefrom, and the fixtures and other appurtenant interests.

The Property is non-homestead property.

This Mortgage is given to secure payment of indebtedness evidenced by a promissory note dated September 17, 2007, in the aggregate principal amount of Sixty Thousand and no/100 Dollars (\$60,000.00), and any extensions, renewals or modifications thereof, or substitutes or replacements therefore (hereinafter the "Note"), interest due and payable thereon, payment of such further sums as Mortgagee hereafter may loan to Mortgagor when evidenced by another Note or Notes, reciting such security, and also to secure the performance of all covenants and agreements contained herein.

Mortgagor hereby covenants that it is the legal owner of the Property.

So long as all or any part of the principal and/or interest on the Note and any additional indebtedness or obligation arising out of the Mortgage, or any instrument of the Mortgagor's collateral hereto, remains outstanding and unpaid, the Mortgagor covenants with Mortgagee that:

1. The Mortgagor shall promptly pay when due the principal and the interest on the indebtedness evidenced by the Note and any other Notes secured by this Mortgage.

Recorded 9/20/07
Doc. # 09495931

This space is reserved for recording data

Return to

City Attorney
City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214

Parcel Identification Number/Tax Key
Number

449-0031-007

2. The interests of the Mortgagor and of the Mortgagee in the Property shall be assessed for taxation and taxed together, without separate valuation, and the Mortgagor shall pay, or cause to be paid, before they become delinquent, all taxes and assessments now or hereafter assessed or levied against the Property, and shall deliver to the Mortgagee or the Mortgagee's representative on demand, receipts showing due payment thereof.

3. The Property shall be insured against loss or damage by fire or other casualty included within the term "extended coverage", and such other hazards as Mortgagee may require and in such reasonable amounts and for such periods as Mortgagee may require, provided that Mortgagee shall not require an amount of coverage which exceeds the lesser of (i) the amount of coverage to pay the sum secured by this Mortgage and all superior liens encumbering the Property, or (ii) the maximum amount permitted by the insurer. All insurance policies and renewals therefore shall be through insurers approved by Mortgagee, such approval shall not be unreasonably withheld, and shall be in a form acceptable to the Mortgagee and shall include a standard mortgage clause in favor of and in a form acceptable to the Mortgagee. The Mortgagee shall have the right to hold the policies and renewals thereof, and the Mortgagor shall promptly furnish to the Mortgagee all renewal notices and all receipts of said premiums. In the event of loss, the Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee shall make proof of loss if not promptly made by Mortgagor.

4. If the Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects the Mortgagee's interest in the property, including, but not limited to, eminent domain, insolvency, code enforcement, arrangements or proceedings involving a decedent, or the filing of a petition or entry of an order for relief under the federal bankruptcy code, or the appointment of a custodian, trustee or receiver, then the Mortgagee, at the Mortgagee's option, upon notice to the Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect the Mortgagee's interest, including, but not limited to, disbursement of reasonable attorneys' fees, and entry upon the Property to make repairs. Mortgagee shall pay cost of any damage to the Property caused by such entry. Any amounts disbursed by the Mortgagee pursuant to this paragraph, with interest thereon, shall become additional indebtedness of the Mortgagor secured by this Mortgage. Unless the Mortgagor and the Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from the Mortgagee to the Mortgagor requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on the outstanding principal under the Note, unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require the Mortgagee to incur any expense or take any action hereunder.

5. Mortgagor represents and warrants to Mortgagee:

(a) That from the date of closing, and as provided in paragraph 5(b), no substances or materials, have been, are or will be stored, deposited, treated, recycled or disposed of on, under or at the Property, which substances or materials, if known to be present on, at or under the Property, would require clean-up, removal or some other remedial action under any federal, state or local laws, regulations, ordinances, codes or rules relating to the discharge of air pollutants, water pollutants or processed waste water or otherwise relating to hazardous or toxic substances or materials ("Environmental Law").

(b) That Mortgagor is not subject to any judgment, decree, order or citation relating to or arising out of any Environmental Law. Mortgagor shall indemnify and hold harmless Mortgagee from all losses, future costs (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever incurred by Mortgagee by reason of any violation of paragraph 5 of this mortgage or any Environmental Law involving the Property, or by reason of the imposition of any governmental lien for the recovery of environmental clean-up costs expended by reason of such violation.

MORTGAGOR AND MORTGAGEE FURTHER COVENANT AND AGREE THAT:

1. In the event of a non-payment of any sum of money at the time or times when the payment shall become due or the failure to perform any of the covenants or conditions by Mortgagor to be kept and performed, then, in such case, or in either case, the whole amount of principal due on the Note, shall at the option of the Mortgagee, become and be immediately due and payable without any notice to said Mortgagor (notice being hereby waived), and the same, together with all sums of money which may be or have been paid by Mortgagee for or on account of insurance, taxes, assessments and/or other disbursements made by Mortgagee, pursuant to the terms of the Mortgage plus interest thereon at the rate aforesaid, and shall thereupon be collectible in a suit of law, or by foreclosure of this Mortgage, in the same manner as if the whole of said principal sum had been made payable at the time when any such default shall occur; and the judgment or decree in the suit brought to foreclose the same shall embrace, with said principal debt and interest, all the sums so paid, with interest at the rate aforesaid; and, it shall be lawful in such case, or in either case, for Mortgagee to grant, sell and convey the Property with the appurtenances thereto belonging, at public sale, and on such sale to make and execute to the purchaser or purchasers, good and sufficient deeds of conveyance in the law, pursuant to the statute in such case made and provided; and, in case suit shall be brought for the foreclosure of this Mortgage, Mortgagor covenant and agree that they will pay to Mortgagee all expenses incurred therein, and in addition to the taxable costs in such suit, a reasonable sum of money as attorneys fees to be included with the expenses above mentioned, in the judgment or decree.

2. Any extension of time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.

3. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

4. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

5. Mortgagor agrees to the provisions of Section 846.101 and 846.103(2) of the Wisconsin Statutes, as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and to hold the foreclosure sale within the time provided in such applicable Section.

6. Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from all liens and encumbrances except as otherwise provided herein, and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness, which may be or becomes secured at any time by a Mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

7. Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, to collect the rents, issues and profits of the Property, during the pendency of such an action, and such rents, issues and profits when so collected, shall be held and applied as the court shall direct.

8. Mortgagor hereby transfers and assigns absolutely to Mortgagee as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control,

following any default under this Mortgage or the Note secured hereby and delivery of notice of exercise of this assignment by Mortgagee to tenant or other user(s) of the Property. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

9. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective successors and assigns of Mortgagee and Mortgagor. All covenants and agreements of Mortgagor shall be joint and several.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage this ____ day of September, 2007.

WELLNESS DOCTORS, LLC

By: Charles D. Blodgett
Charles D. Blodgett, Member

By: Debra J. Blodgett
Debra J. Blodgett, Member

State of Wisconsin)
) ss
Milwaukee County)

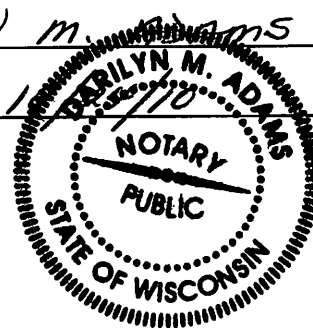
Personally came before me this 18th of September, 2007, the above-named Charles D. Blodgett, Member and Debra J. Blodgett, Member, who executed the foregoing instrument and acknowledged the same.

Witness my hand and official seal.

Notary Public, State of Wisconsin

Print Name: DARILYN M. ADAMS

My Commission Expires: 1/10



This instrument was drafted by and upon recording should be returned to:

Scott Post, City Attorney
City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214
(414) 302-8450

qledfb-m-e-bbjb
9-11-07

“Exhibit C to Loan Agreement”

GENERAL BUSINESS SECURITY AGREEMENT

This General Business Security Agreement (the “Security Agreement”) is entered into as of September 15, 2007 by and between The Chiropractic and Wellness Group, S.C., a Wisconsin service corporation (“Borrower”) and the City of West Allis, a Municipal Corporation organized and existing under the laws of the State of Wisconsin (“City”).

Whereas, the Borrower has borrowed funds from the City of West Allis pursuant to a Loan Agreement and a Promissory Note in the amount of Sixty Thousand and 00/100 Dollars (\$60,000.00) of even date herewith (the “Note”); and

Whereas, as security for the Borrower repayment obligations under the Note, the Borrower has agreed to grant to the City a first security position in all and over all assets on the terms set forth in this Security Agreement.

Now, therefore, to that end and in consideration of the premises, covenants, and agreements set forth below, and the mutual benefits to be derived from this Security Agreement and other good and valuable consideration, the parties hereto agree as follows:

1. Security Interest. To secure the indebtedness to the City of West Allis (“City”) of The Chiropractic and Wellness Group, S.C., a Wisconsin service corporation, Borrower grants the City a security interest in all company assets, which may include one or more of the following:

(a) General Intangibles. All of Borrower’s General Intangibles, now existing or hereafter arising or acquired, together with the proceeds therefrom. As used herein, the term “General Intangibles” means all personal property (including things in action) other than goods, accounts, chattel paper, documents, instruments, and money, and includes, but is not limited to, business records, deposit accounts, inventions, intellectual property, designs, patents, patent applications, trademarks, trademark applications, trademark registrations, service marks, service mark applications, service mark registrations, trade names, goodwill, technology, knowhow, confidential information, trade secrets, customer lists, supplier lists, copyrights, copyright applications, copyright registrations, licenses, permits, franchises, tax refund claims, and any letters of credit, guarantee claims, security interests, or other security held by the Borrower to secure any “Accounts” (as hereinafter defined).

(b) Accounts (Including Accounts Receivable). All of Borrower’s Accounts,

whether now existing or hereafter arising or acquired, together with the proceeds therefrom. As used herein, the term "Accounts" means any right of Borrower to receive payment from another person or entity, including payment for goods sold or leased, or for services rendered, no matter how evidenced or arising, and regardless of whether yet earned by performance. It includes, but is not limited to, accounts, accounts receivable, contract rights, contracts receivable, purchase orders, notes, drafts, acceptances, all rights to payment earned or unearned under a charter or other contract involving the use or hire of a vessel and all rights incident to the charter or contract, and other forms of obligations and receivables.

(c) Inventory. All of Borrower's Inventory, whether now owned or hereafter acquired, together with the products and proceeds therefrom and all packaging, manuals, and instructions related thereto. As used herein, the term "Inventory" means all goods, merchandise, and personal property held for sale or leased or furnished or to be furnished under contracts of service, and all raw materials, work in process, or materials used or consumed in Borrower's business, wherever located and whether in the possession of Borrower, a warehouseman, a bailee, or any other person.

(d) Equipment. All of Borrower's Equipment, now owned or hereafter acquired, together with the products and proceeds therefrom, and all substitutes and replacements therefor. As used herein, the term "Equipment" includes all equipment, machinery, tools, office equipment, supplies, furnishings, furniture, or other items used or useful, directly or indirectly, in Borrower's business, all accessions, attachments, and other additions thereto, all parts used in connection therewith, all packaging, manuals, and instructions related thereto, and all leasehold or equitable interest therein.

(e) Fixtures. All of Borrower's interest in and to all fixtures and furnishings, now owned or hereafter acquired, together with the products and proceeds therefrom, all substitutes and replacements therefor, all accessories, attachments, and other additions thereto, all tools, parts, and supplies used in connection therewith, and all packaging, manuals, and instructions related thereto, located on or attached to Borrower's business premises located at 10025 West Greenfield Ave., West Allis, WI 53214.

(f) Chattel Paper, Documents and Instruments. All of Borrower's right, title, and interest in any chattel paper, documents, or instruments, now owned or hereafter acquired or arising, or now or hereafter coming into the possession, control, or custody of either Borrower or Secured Party, together with all proceeds therefrom. The terms "chattel paper," "documents," and "instruments" shall have those meanings ascribed to them in the Wisconsin Uniform Commercial Code.

(g) Obligation. This security interest is given as security for all indebtedness and obligations owed by the Borrower to Secured Party, whether now existing or hereafter incurred, under this Security Agreement or the Note, together with all extensions, modifications,

or renewals thereof (hereinafter referred to, collectively, as the "Obligation").

(h) Proceeds. As used in this Security Agreement, the term "proceeds" means all products of the Collateral and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering any of the Collateral, all property received wholly or partly in trade or exchange for any of the Collateral, all leases of any of the Collateral, and all rents, revenues, issues, profits, and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition, of any of the Collateral or any interest therein.

2. Borrower's Warranties. Borrower warrants that while any of the Obligations are unpaid:

(a) Ownership. Borrower is the owner of the Collateral free of all encumbrances and security interests and chattel paper constituting Collateral evidences a perfected security interest in the goods covered by it, free from all other liens, encumbrances and security interests, and no financing statement is on file covering the Collateral or any of it. If inventory is represented or covered by documents of title, Borrower is the owner of the documents, free of all encumbrances and security interests and no financing statement is on file covering the Collateral or any of it.

(b) Sale of Goods or Services Rendered. Each account and chattel paper constituting Collateral as of this date arose from the performance of services by Borrower or from a bona fide sale or lease of goods and service, which have been delivered or shipped to the account debtor and for which Borrower has genuine invoices, shipping documents or receipts.

(c) Enforceability. Each account, contract right and chattel paper constituting Collateral as of this date is genuine and enforceable against the account debtor according to its terms. It and the transaction out of which it arose comply with all applicable laws and regulations. The amount represented by Borrower to City as owing by each account debtor is the amount actually owing and is not subject to set off, credit, allowance or adjustment, except discount for prompt payment, nor has any account debtor returned the goods or disputed his liability.

(d) Due Date. There has been no default as of this date according to the terms of any Collateral and no step has been taken to foreclose the security interest it evidences or otherwise enforce its payment.

(e) Financial Condition of Account Borrower. As of this date, Borrower has no notice or knowledge of anything which might impair the credit standing of any account debtor.

(f) Other Agreements. Borrower is not in default under any Agreement for the payment of money.

(g) Authority to Contract. The execution and delivery of this Agreement and any instruments evidencing Obligations will not violate or constitute a breach of any agreement or restriction to which Borrower is a party or is subject.

(h) Accuracy of Information. All information, certificates or statements given to City pursuant to this Agreement shall be true and complete when given.

(i) Addresses. The address of Borrower's place of business, or if Borrower has more than one place of business, then the address of Borrower's chief executive office, is shown opposite Borrower's signature. The address where the Collateral will be kept, if different from that appearing opposite Borrower's signature is 10025 West Greenfield Avenue, West Allis, Wisconsin. Such locations shall not be changed without prior written consent of City, but the parties intend that the Collateral, wherever located, is covered by this Agreement.

(j) Change of Name or Address. Borrower shall immediately advise City in writing of any change in name or address.

3. Sale and Collections.

(a) Sale of Inventory. So long as no event of default exists under the terms of the Loan Agreement between Borrower and City (an "Event of Default"), Borrower may (a) sell inventory in the ordinary course of Borrower's business for cash or on terms approved by City, at prices not less than any minimum sale price shown on instruments evidencing Obligations and describing inventory, or (b) with prior written consent of City, lease inventory on terms approved by City.

(b) Verification and Notification. City may verify Collateral in any manner, and Borrower shall assist City in so doing. Upon default, City may at any time and Borrower shall, upon request of City, notify the account debtor to make payment directly to City and City may enforce collection of, settle, compromise, extend or renew the indebtedness of such account debtors. Until account debtors are so notified, Borrower, as agent of City, shall make collections on the Collateral. City may at any time notify the bailee of any Collateral of City's security interest.

(c) Deposit with City. At any time following an Event of Default, subject to the rights of Prior Creditors, City may require that all proceeds of Collateral received by Borrower shall be held by Borrower upon an express trust for City, shall not be commingled with any other funds or property of Borrower and shall be turned over to City in precisely the form received (but endorsed by Borrower if necessary for collection)

not later than the business day following the day of their receipt. All proceeds of Collateral received by City directly or from Borrower shall be applied against the Obligations in such order and at such times as City shall determine.

4. Borrower's Covenants.

(a) Maintenance of Collateral. Borrower shall maintain the Collateral in good condition and repair and not permit its value to be impaired; defend it against all claims and legal proceedings by persons other than City; pay and discharge when due all taxes, license fees, levies and other charges upon it; not sell, lease or otherwise dispose of it or permit it to become a fixture or an accession to other goods, except for sales or leases of inventory as provided in this Agreement, not permit it to be used in violation of any applicable law, regulation or policy of insurance; and, as to Collateral consisting of instruments and chattel paper, preserve rights in it against prior parties. Loss of or damage to the Collateral shall not release Borrower from any of the Obligations.

(b) Insurance. Borrower shall keep the Collateral and City's interest in it insured under policies with such provisions, for such amounts and by such insurers as shall be reasonably satisfactory to City from time to time, and shall furnish evidence of such insurance satisfactory to City. Borrower assigns (and directs any insurer to pay) to City the proceeds of all such insurance and any premium refund, and authorizes City to endorse in the name of Borrower any instrument for such proceeds or refunds, and, at the option of City, to apply such proceeds and refunds to any unpaid balance of the Obligations, whether or not due, and/or to restoration of the Collateral, returning any excess to Borrower.

(c) Maintenance of Security Interest. Borrower shall pay all expenses and, upon request, take any action reasonably deemed advisable by City to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, terminated and/or enforce City's interest in it or rights under this Agreement.

(d) Collateral Records and Statements. Borrower shall keep accurate and complete records respecting the Collateral in such form as City may approve. At such times as City may require, Borrower shall furnish to City a statement certified by Borrower and in such form and containing such information as may be prescribed by City, showing the current status and value of the Collateral.

(e) Inspection of Collateral. At reasonable times, City may examine the Collateral and Borrower's records pertaining to it, wherever located, and make copies of records. Borrower shall assist City in so doing.

(f) United States Contracts. If any accounts or contract rights constituting Collateral arose out of contracts with the United States or any of its departments, agencies

or instrumentalities, Borrower will notify City and execute writings required by City in order that all money due or to become due under such contracts shall be assigned to City and Proper notice of the assignment given under the Federal Assignment of Claims Act.

(g) Modifications. Without the prior written consent of the City, Borrower shall not alter, modify, extend, renew or cancel any Collateral.

(h) Returns and Repossessions. Following any Event of Default, Borrower shall promptly notify City of the return to or repossession by Borrower of goods underlying any Collateral and Borrower shall hold and dispose of them only as City directs.

5. Rights of City. The following enumerated rights of the City are expressly subject to the City first obtaining the written consent of the Prior Creditors with respect to such Collateral:

(a) Authority to Perform for Borrower. Upon the occurrence of an Event of Default with respect to any of the Obligations, or if Borrower fails to perform any of Borrower's duties set forth in this Agreement or in any evidence of or document relating to the Obligations, City is authorized, in Borrower's name or otherwise, to take any such action including without limitation signing Borrower's name or paying any amount so required, and the cost shall be one of the Obligations secured by this Agreement and shall be payable by Borrower upon demand with interest from the date of payment by City at the highest rate stated in any evidence of any Obligations but not in excess of the maximum rate permitted by law.

(b) Power of Attorney. Borrower irrevocably appoints City upon an Event of Default as Borrower's attorney, with power to receive, open and dispose of all mail addressed to Borrower; to notify the Post Office authorities to change the address for delivery of all mail addressed to Borrower to such address as City may designate; and to endorse the name of Borrower upon any instruments which may come into City's possession. All acts of such attorney are ratified and approved and he is not liable for any act or omission or for any error of judgment or mistake of fact or law.

(c) Non-Liability of City. City has no duty to determine the validity of any invoice or compliance with any order of Borrower. City has no duty to protect, insure, collect or realize upon the Collateral or preserve rights in it against prior parties. Borrower releases City from any liability for any act or omission relating to the Obligations, the Collateral or this Agreement, except City's willful misconduct.

6. Default. Upon the occurrence of one or more of the following events of default:

Non-performance. Borrower fails to pay when due any of the

Obligations or Borrower fails to perform, or rectify breach of, any warranty or other undertaking by Borrower in this Agreement or in any evidence of or document relating to the Obligations;

Inability to Perform. Borrower ceases to exist, or Borrower becomes insolvent or the subject of bankruptcy or insolvency proceedings;

Misrepresentation. Any representation made to induce City to extend credit to Borrower, under this Agreement or otherwise, is false in any material respect when made;

all of the Obligations shall, at the option of City and without any notice or demand, become immediately payable; and City shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code, as well as any other applicable law and any evidence of or documents relating to the Obligations. With respect to such rights and remedies:

(a) Repossession. Subject to the City obtaining the written consent of the Prior Creditors with respect to such Collateral, the City may take possession of Collateral without notice or hearing, which Borrower waives.

(b) Assembling Collateral. Subject to the City obtaining the written consent of the Prior Creditors with respect to such Collateral, the City may require Borrower to assemble the Collateral and to make it available to City at any convenient place designated by City.

(c) Notice of Disposition. Written notice, when required by law, sent to any address of Borrower in this Agreement at least ten (10) calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice.

(d) Expenses and Application of Proceeds. Borrower shall reimburse City for any expense incurred by City in protecting or enforcing its rights under this Agreement including, without limitation, reasonable attorneys' fees and legal expenses and all expenses of taking possession, holding, preparing for disposition and disposing of the Collateral. After deduction of such expenses, City may apply the proceeds of disposition to the Obligations in such order and amounts as it elects.

(e) Waiver. City may permit Borrower to remedy any default without waiving the default so remedied, and City may waive any default without waiving any other subsequent or prior default by Borrower.

7. Persons Bound. This Agreement benefits City, its successors and assigns, and binds Borrower and its successors and assigns.

8. Interpretation. The validity, construction and enforcement of this Agreement are governed by the internal laws of Wisconsin. All terms not otherwise defined have the meanings assigned to them by the Wisconsin Uniform Commercial Code. Invalidation of any provision of this Agreement shall not affect the validity of any other provision.

Dated this 17 day of September, 2007.

The Chiropractic & Wellness Group, S.C.
("Borrower")

Address: 10025 West Greenfield Avenue
West Allis, Wisconsin
County: Milwaukee

By: 
Charles D. Blodgett, Member

By: 
Michael K. Drout, Member

“Exhibit D-1 to Loan Agreement”

GUARANTY

This Guaranty by the undersigned person (referred to herein as "Guarantor"), is for the benefit and security of the loan issued by the City of West Allis ("City").

W I T N E S S E T H:

WHEREAS, The Chiropractic and Wellness Group, S.C., a Wisconsin service corporation (the "Borrower"), has requested the City to extend to it a loan in the original principal amount of Sixty Thousand and 00/100 Dollars (\$60,000.00) (the "Loan"), the proceeds of which will be used towards the renovation and build-out of office space at 10025 West Greenfield Avenue, West Allis, Wisconsin, (the "Project"); and,

WHEREAS, the City is willing to make the Loan on the terms and conditions set forth in a Loan Agreement dated as of Sept. 19, 2007 (the "Loan Agreement"), and to accept the Borrower's Promissory Note therefore (the "Note"), but requires, as a condition of making the Loan, that the Guarantor execute this Guaranty as security for the payment of the Borrower's obligations under the Note; and,

WHEREAS, the Guarantor(s) are the members of the service corporation, that is, the Borrower; and will derive substantial benefits from the conduct of the Borrower's business and operations; and, by reason of the relationship with the Borrower, has agreed to execute this Guaranty; and,

WHEREAS, it is in the interests of both the Borrower and the Guarantor that the Borrower obtain the Loan.

NOW, THEREFORE, In consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the

Guarantor hereby agrees as follows:

1. So long as any indebtedness of the Borrower to the City is outstanding, the

Guarantor represents and warrants as follows:

A. This Guaranty is legal, valid, binding upon and enforceable against the Guarantor in accordance with its terms, except as it may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights and except as may be limited by general principles of equity. Neither this Guaranty nor the agreements contained herein violate or constitute a default or create or impose any lien, charge or encumbrance under any agreement, instrument or indenture to which the Guarantor is party or by which any of a Guarantor's assets are bound or any other requirement of law.

B. The Guarantor will file, when due, all federal and state income and other tax returns, which are required to be filed, and will pay all taxes shown on said returns and on all assessments received by them to the extent that such taxes shall have become due. The Guarantor has no knowledge of any liabilities, which may be asserted against him upon audit of his federal or state tax returns for any period that remains subject to audit.

C. Except as disclosed by the Guarantor to the City, in writing, prior to the date hereof, there is no action, suit, proceeding or investigation before any court, public board or body pending or threatened against the Guarantor or the Borrower, or any of his properties, which, if adversely determined, would have a material adverse effect upon the business, properties or financial condition of the Guarantor.

D. The Guarantor acknowledges that the City has not made any representations or warranties with respect to, and agrees that the City does not assume any responsibility to the

Guarantor for and has no duty to provide information to the Guarantor regarding the collectability or enforceability of the Note or the financial condition of any Borrower. The Guarantor has independently determined the collectability and enforceability of the Note and, until the Note is paid in full, will independently and without reliance on the City continue to make such determinations.

2. The Guarantor hereby absolutely and unconditionally guarantees to the City:

A. The payment of the principal of and interest on the Note, at the rate required pursuant thereto, when and as the same shall become due and payable, whether by maturity, acceleration, default or otherwise.

B. Payment, on demand by the City, of all legal or other costs, expenses and fees at any time paid or incurred by the City in endeavoring to collect all or part of the Note or to realize upon this Guaranty. (The amounts in clauses A. and B. being, collectively, the "Obligations").

3. The Guarantor's Obligations hereunder shall be binding upon the Guarantor, successors, and permitted assigns. This Guaranty shall remain in full force and effect so long as any of the Obligations are outstanding, without any right of offset and irrespective of:

A. The genuineness, validity, regularity or enforceability of the Note or Loan Agreement or any of the terms thereof, the continuance of any Obligation on the part of the Borrower on either the Note or the Loan Agreement, or the power or authority or lack of power or authority of the Borrower or any other party to issue the Note or execute and deliver the Loan Agreement or to perform any of the Obligations thereunder.

B. Any failure or lack of diligence in connection or protection, failure in

presentment or demand, protest, notice of protest, notice of default and of nonpayment, failure of notice of acceptance of this Guaranty, failure to give notice of failure of the Borrower to perform any covenant or agreement under the terms of the Note or the Loan Agreement, or the failure to resort for payment to the Borrower or to any other person or entity or to any rights or remedies of any type (the Guarantor hereby expressly waiving all of the foregoing).

C. The acceptance or release of any security or other guaranty, extension of the Note or Loan Agreement or amendments, modifications, consents or waivers with respect to the Note or Loan Agreement or any subordination of the Obligations to any other obligations of the Borrower (the Guarantor hereby expressly consenting to all of the foregoing).

D. Any defense whatsoever that the Borrower might have to the payment or to the performance or observance of any of the Obligations, other than full payment thereof.

E. Any legal or equitable principle of marshalling or other rule of law requiring a creditor to proceed against specific property, apply proceeds in a particular manner or otherwise exercise remedies so as to preserve the several estates of joint obligors or common debtors (the Guarantor hereby expressly waiving the benefit of all of the foregoing).

F. Any act or failure to act with regard to any of the Obligations or anything which might vary the risk of the Guarantor; provided that the specific enumeration of the above mentioned acts, failures or omissions shall not be deemed to exclude any other acts, failures or omissions, though not specifically mentioned above, it being the purpose and intent of this Guaranty that the Obligations of the Guarantor shall be absolute and unconditional and shall not be discharged, impaired or varied, except by the full payment of all Obligations, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of or

defense to the Guarantor. Without limiting any of the other terms or provisions hereof, it is understood and agreed that in order to hold the Guarantor liable hereunder, there shall be no obligation on the part of the City to resort in any manner or form for payment to the Borrower or to any other person, firm or corporation, their properties or assets, or to any security, property or other rights or remedies whatsoever, and the City shall have the right to enforce this Guaranty irrespective of whether or not proceedings or steps are pending seeking resort to or realization upon from any of the foregoing. It is further understood that repeated and successive demands may be made and recoveries may be had hereunder as and when, from time to time, the Borrower shall default under the terms of the Note or Loan Agreement and that, notwithstanding recovery hereunder for or in respect of any given default or defaults, this Guaranty shall remain in full force and effect and shall apply to each and every subsequent default.

4. This Guaranty shall be a continuing guaranty so long as any of the Obligations remain unpaid, and may be enforced by the City or any subsequent holder of the Note or successor in interest under the Loan Agreement (the Guarantor hereby consents to any transfer of the Note and/or Loan Agreement without notice). This Guaranty shall not be discharged or affected by the death or legal disability of the Guarantor.

5. This Guaranty shall be governed by and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, The Guarantor has executed this Guaranty, to take effect as of the ____ day of September, 2007.

Charles D. Blodgett
Charles D. Blodgett

Debra J. Blodgett
Debra J. Blodgett (Spouse)

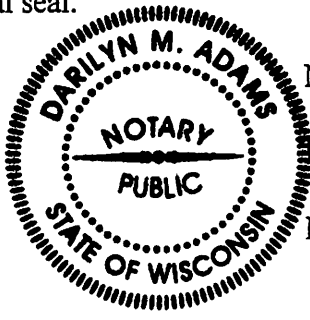
The guarantors who sign above represent that this obligation is incurred in the interest of his/her marriage and/or family.

_____ (SEAL)

State of Wisconsin)
: ss
Milwaukee County)

Personally came before me this 18th day of September, 2007 the above-named Charles D. Blodgett and Debra J. Blodgett (Spouse) to me known to be the person who executed the foregoing instrument and acknowledged same.

Witness my hand and official seal.



Notary Public, State of Wisconsin

Print Name: DARILYN M. ADAMS


My Commission: 10/24/10

(SIGNATURES CONTINUED ON NEXT PAGE)


Acceptance:

This Guaranty is hereby accepted this 19 day of September, 2007, by the City of West Allis.

CITY OF WEST ALLIS ("City")

By: 

John F. Stibal, Director
Department of Development

Attest: 

Gary Schmid, Manager
Finance Division/Comptroller

q\ed\lb-g-c-d\bjb
9-13-07

“Exhibit D-2 to Loan Agreement”

GUARANTY

This Guaranty by the undersigned person (referred to herein as "Guarantor"), is for the benefit and security of the loan issued by the City of West Allis ("City").

W I T N E S S E T H:

WHEREAS, The Chiropractic and Wellness Group, S.C., a Wisconsin service corporation (the "Borrower"), has requested the City to extend to it a loan in the original principal amount of Sixty Thousand and 00/100 Dollars (\$60,000.00) (the "Loan"), the proceeds of which will be used towards the renovation and build-out of office space at 10025 West Greenfield Avenue, West Allis, Wisconsin, (the "Project"); and,

WHEREAS, the City is willing to make the Loan on the terms and conditions set forth in a Loan Agreement dated as of Sept. 19, 2007 (the "Loan Agreement"), and to accept the Borrower's Promissory Note therefore (the "Note"), but requires, as a condition of making the Loan, that the Guarantor execute this Guaranty as security for the payment of the Borrower's obligations under the Note; and,

WHEREAS, the Guarantor(s) are the members of the service corporation, that is, the Borrower; and will derive substantial benefits from the conduct of the Borrower's business and operations; and, by reason of the relationship with the Borrower, has agreed to execute this Guaranty; and,

WHEREAS, it is in the interests of both the Borrower and the Guarantor that the Borrower obtain the Loan.

NOW, THEREFORE, In consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the

Guarantor hereby agrees as follows:

1. So long as any indebtedness of the Borrower to the City is outstanding, the Guarantor represents and warrants as follows:

A. This Guaranty is legal, valid, binding upon and enforceable against the Guarantor in accordance with its terms, except as it may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights and except as may be limited by general principles of equity. Neither this Guaranty nor the agreements contained herein violate or constitute a default or create or impose any lien, charge or encumbrance under any agreement, instrument or indenture to which the Guarantor is party or by which any of a Guarantor's assets are bound or any other requirement of law.

B. The Guarantor will file, when due, all federal and state income and other tax returns, which are required to be filed, and will pay all taxes shown on said returns and on all assessments received by them to the extent that such taxes shall have become due. The Guarantor has no knowledge of any liabilities, which may be asserted against him upon audit of his federal or state tax returns for any period that remains subject to audit.

C. Except as disclosed by the Guarantor to the City, in writing, prior to the date hereof, there is no action, suit, proceeding or investigation before any court, public board or body pending or threatened against the Guarantor or the Borrower, or any of his properties, which, if adversely determined, would have a material adverse effect upon the business, properties or financial condition of the Guarantor.

D. The Guarantor acknowledges that the City has not made any representations or warranties with respect to, and agrees that the City does not assume any responsibility to the

Guarantor for and has no duty to provide information to the Guarantor regarding the collectability or enforceability of the Note or the financial condition of any Borrower. The Guarantor has independently determined the collectability and enforceability of the Note and, until the Note is paid in full, will independently and without reliance on the City continue to make such determinations.

2. The Guarantor hereby absolutely and unconditionally guarantees to the City:

A. The payment of the principal of and interest on the Note, at the rate required pursuant thereto, when and as the same shall become due and payable, whether by maturity, acceleration, default or otherwise.

B. Payment, on demand by the City, of all legal or other costs, expenses and fees at any time paid or incurred by the City in endeavoring to collect all or part of the Note or to realize upon this Guaranty. (The amounts in clauses A. and B. being, collectively, the "Obligations").

3. The Guarantor's Obligations hereunder shall be binding upon the Guarantor, successors, and permitted assigns. This Guaranty shall remain in full force and effect so long as any of the Obligations are outstanding, without any right of offset and irrespective of:

A. The genuineness, validity, regularity or enforceability of the Note or Loan Agreement or any of the terms thereof, the continuance of any Obligation on the part of the Borrower on either the Note or the Loan Agreement, or the power or authority or lack of power or authority of the Borrower or any other party to issue the Note or execute and deliver the Loan Agreement or to perform any of the Obligations thereunder.

B. Any failure or lack of diligence in connection or protection, failure in

presentment or demand, protest, notice of protest, notice of default and of nonpayment, failure of notice of acceptance of this Guaranty, failure to give notice of failure of the Borrower to perform any covenant or agreement under the terms of the Note or the Loan Agreement, or the failure to resort for payment to the Borrower or to any other person or entity or to any rights or remedies of any type (the Guarantor hereby expressly waiving all of the foregoing).

C. The acceptance or release of any security or other guaranty, extension of the Note or Loan Agreement or amendments, modifications, consents or waivers with respect to the Note or Loan Agreement or any subordination of the Obligations to any other obligations of the Borrower (the Guarantor hereby expressly consenting to all of the foregoing).

D. Any defense whatsoever that the Borrower might have to the payment or to the performance or observance of any of the Obligations, other than full payment thereof.

E. Any legal or equitable principle of marshalling or other rule of law requiring a creditor to proceed against specific property, apply proceeds in a particular manner or otherwise exercise remedies so as to preserve the several estates of joint obligors or common debtors (the Guarantor hereby expressly waiving the benefit of all of the foregoing).

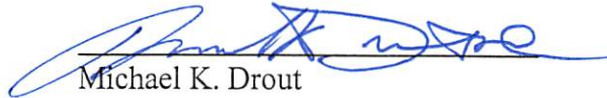
F. Any act or failure to act with regard to any of the Obligations or anything which might vary the risk of the Guarantor; provided that the specific enumeration of the above mentioned acts, failures or omissions shall not be deemed to exclude any other acts, failures or omissions, though not specifically mentioned above, it being the purpose and intent of this Guaranty that the Obligations of the Guarantor shall be absolute and unconditional and shall not be discharged, impaired or varied, except by the full payment of all Obligations, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of or

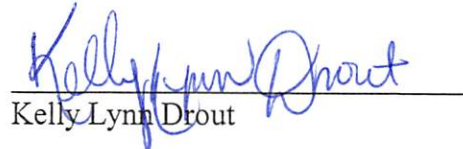
defense to the Guarantor. Without limiting any of the other terms or provisions hereof, it is understood and agreed that in order to hold the Guarantor liable hereunder, there shall be no obligation on the part of the City to resort in any manner or form for payment to the Borrower or to any other person, firm or corporation, their properties or assets, or to any security, property or other rights or remedies whatsoever, and the City shall have the right to enforce this Guaranty irrespective of whether or not proceedings or steps are pending seeking resort to or realization upon from any of the foregoing. It is further understood that repeated and successive demands may be made and recoveries may be had hereunder as and when, from time to time, the Borrower shall default under the terms of the Note or Loan Agreement and that, notwithstanding recovery hereunder for or in respect of any given default or defaults, this Guaranty shall remain in full force and effect and shall apply to each and every subsequent default.

4. This Guaranty shall be a continuing guaranty so long as any of the Obligations remain unpaid, and may be enforced by the City or any subsequent holder of the Note or successor in interest under the Loan Agreement (the Guarantor hereby consents to any transfer of the Note and/or Loan Agreement without notice). This Guaranty shall not be discharged or affected by the death or legal disability of the Guarantor.

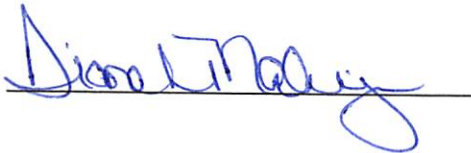
5. This Guaranty shall be governed by and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, The Guarantor has executed this Guaranty, to take effect as of the 17 day of September, 2007.


Michael K. Drout


Kelly Lynn Drout

The guarantors who sign above represent that this obligation is incurred in the interest of his/her marriage and/or family.





State of Wisconsin)
: ss
Milwaukee County)

Personally came before me this _____ day of September, 2007 the above-named Michael K. Drout and Kelly Lynn Drout (Spouse) to me known to be the person who executed the foregoing instrument and acknowledged same.

Witness my hand and official seal.

Notary Public, State of Wisconsin

Print Name: Dianel Malinger

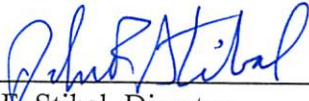
My Commission: 4-11-10

(SIGNATURES CONTINUED ON NEXT PAGE)

Acceptance:

This Guaranty is hereby accepted this 19 day of September, 2007, by the City of West Allis.

CITY OF WEST ALLIS ("City")

By: 
John F. Stibal, Director
Department of Development

Attest: 
Gary Schmid, Manager
Finance Division/Comptroller

q\ed\lb-g-e-d\bjb
9-13-07



Exhibit G



DEPARTMENT OF DEVELOPMENT

John F. Stibal
Director

414/302-8460
414/302-8401 (Fax)

City Hall
7525 West Greenfield Avenue
West Allis, Wisconsin 53214

www.ci.west-allis.wi.us
jstibal@ci.west-allis.wi.us

August 8, 2007

Mr. Charles D. Blodgett
The Chiropractic & Wellness Group, S.C.
1467 S. 108 St.
West Allis, Wisconsin 53214

Dear Mr. Blodgett:

Pursuant to your application and information provided by you, the Common Council of the City of West Allis ("City") hereby agrees to make a loan to you, in accordance with the federal Community Development Block Grant regulations and the following specific terms and conditions:

1. Borrower. The Borrower shall be The Chiropractic & Wellness Group, S.C., a Wisconsin service corporation, whose business office will be at 10025 W. Greenfield Avenue, West Allis, WI.
2. Guarantor. Charles D. Blodgett and spouse
Michael K. Drout and spouse
3. Project. Loan proceeds are to be as a mortgage toward the building renovation/build-out for the offices of The Chiropractic & Wellness Group, S.C.
4. Loan Amount. The loan amount shall not exceed Sixty Thousand Dollars (\$60,000). Disbursement of the aggregate principal will be at loan closing. The loan will be evidenced by a note payable by the Borrower to the City.
5. Interest Rate. (To be computed on basis of 360-day year.) The interest rate shall be seven and a quarter percent (7.25%) per annum. In the event of default, all unpaid principal and interest shall bear interest at the rate of eleven and one-half percent (11.5%) per annum until paid.
6. Term. The term of this loan shall be amortized over 30 years (360 months) with a balloon payment in 20 years (240 months).
7. Payments. Payments are due on the first day of each month commencing with calendar month following that month in which the initial disbursement of loan proceeds is made.
8. Late Charge. A late charge not to exceed one percent (1%) on each dollar of each payment, which is more than ten (10) days in arrears, may be collected provided that no such charge shall exceed the maximum amount, which may be charged according to law.

Mr. Charles D. Blodgett

Page 2

August 7, 2007

9. Security. As security for the loan, the Borrower will deliver to the City:
 - A. A General Security Agreement on the assets and accounts receivable of The Chiropractic & Wellness Group, S.C.
 - B. A mortgage subordinated to the financial interests of Cornerstone Bank 's first mortgage and the Seller's second mortgage on the property located at 10025 W. Greenfield Avenue
 - C. A Personal Guarantee of payment and performance from Mr. Charles D. Blodgett and spouse and Mr. Michael K. Drout and spouse.
10. Loan Processing Fee. A non-refundable fee of Six Hundred Dollars (\$600.00) to be paid upon acceptance and delivery of this Commitment. (Borrower may elect to include this fee in the terms of the note). The fee is compensation to the City for making the loan and shall be fully and completely earned upon acceptance of this Commitment by the Borrower.
11. Maturity Date. This loan shall mature on September 1, 2007.
12. Closing Date. The loan shall close on or before October 1, 2007.
13. Prepayment Privilege. The loan may be prepaid, in whole or in part, at any time without penalty or restriction.
14. Job Creation/Retention. Borrower agrees to create at least ten (9) full-time equivalent positions over the next three years. At least fifty-one percent (51%) of these employees shall be low-to-moderate income persons.
15. General Conditions. All of the terms conditions contained in the attached "General Conditions" (Exhibit No. 1) for economic development loans and "Federal Requirements" (Attachment A) are incorporated into this Commitment.
16. Acceptance. Except as provided in the General Conditions, this Commitment shall be deemed binding upon the City if the City receives an unqualified acceptance by the Borrower of the terms and provisions contained herein, evidenced by the Borrower properly executing this document below and delivering it to the office of the undersigned on or before September 7, 2007 along with the non-refundable loan processing fee and the written guarantee of the parties above. If not so accepted, the City shall have no further obligation hereunder.

City of West Allis,
By: John F. Stibal
John F. Stibal, Director
Department of Development

Acceptance

The foregoing Commitment, as well as the terms and conditions referred to therein, are hereby accepted.

Date: 8/17/07

The Chiropractic & Wellness Group, S.C.,
By: Charles D. Blodgett, D.C.
Charles D. Blodgett, Member

Date: 8/22/07

The Chiropractic & Wellness Group, S.C.,
By: Michael K. Drout
Michael K. Drout, Member

Received Acceptance and Loan Processing Fee:

By: Patrick Schloss
Patrick Schloss
Community Development Manager

Date: 8/19/07

Attachments

PS:d1m

EXHIBIT NO. 1

CITY OF WEST ALLIS
ECONOMIC DEVELOPMENT LOANS
GENERAL CONDITIONS
(REAL ESTATE)

BORROWER: The Chiropractic and Wellness Group, S.C.
COMMITMENT: August 7, 2007
LOAN AMOUNT: \$60,000

In addition to the other terms and conditions set forth in the Commitment, the Loan is subject to the following general requirements, terms and conditions and borrower representations:

1. Closing. Closing is defined as the execution and delivery of the Note and other required Loan Documents by and between the City and the Borrower. Time is of the essence with respect to the closing date. There can be no extensions of the closing date unless applied for in writing and granted in writing at least ten (10) days prior to the original closing date.
2. Job Creation. Within three years of closing, the Project will create or have created at least the number of permanent, full time jobs for low to moderate income persons indicated in the commitment letter. The Borrower will agree that the jobs created will be held by low-to-moderate income persons and that it will provide training for any of those jobs requiring special skills or education; and, will give to the City, upon demand, such information as the City may deem necessary to document this requirement. A low to moderate income person is defined as a member of a low to moderate income family within the current applicable income limits for the section 8 Rental Assistance Program administered by the City.
3. Need for Assistance. Borrower represents that the Project would not be undertaken unless the public funding on which it is based becomes available, as the Borrower can maximally raise only a portion of the debt and equity funds necessary to complete the Project.
4. Federal Regulations. Throughout the term of the Loan, the Borrower will comply with all applicable federal regulations set forth on Attachment A, Federal Regulations.
5. Loan Documentation. Borrower shall execute and deliver to the City an Economic Development Loan Agreement, and all other Loan documents, which the City shall deem necessary or require relative to the completion of the Loan. Such documents shall be in form, substance and content satisfactory to the City. All documents and data pertaining to the legal aspects of the transaction are subject to the approval of the City Attorney. Borrower shall provide such other documentation and/or assurances as the City or its Attorney may reasonably require.
6. Other Documentation. Prior to closing, to the extent required by the City, the Borrower shall furnish to the City in form and content acceptable to the City:

(a) Title Insurance. A title insurance policy on an A.L.T.A. form in the amount of the Loan issued by a title company and through a title agency approved by the City, naming the City as insured mortgagee, and insuring that the title to the Project Real Estate is vested in fee simple in the Borrower and that the City has a second lien on the Project Real Estate with no exceptions or exclusions other than as may be approved by or acceptable to the City. The title commitment shall also provide such affirmative coverage over items such as access, construction liens and zoning as may be required by the City.

(b) Survey. A current survey of the Project Real Estate showing the legal description of the Real Estate, the boundaries of the land, the location of improvements (either as made or as proposed) and any other features affecting the Real Estate, including, without limitation, all streets, easements, rights of way, utility lines, bodies of water, encroachments both onto the Real Estate and from the Real Estate onto adjacent real estate, and set back and other building lines, as the City may require. The surveyor shall be a registered land surveyor in the State of Wisconsin. The surveyor shall certify the accuracy of the survey to the City.

(c) Authority. All appropriate documents evidencing the existence and good standing of the Borrower and any guarantors and resolutions authorizing the Project and the Loan and directing the appropriate officers or partners of the Borrower, as the case may be, to execute and deliver the Loan documents.

(d) Compliance. Evidence from the appropriate governmental authorities and such other evidence, certificates or opinions as the City may require showing or stating that the intended use of the Project Real Estate will comply with all applicable zoning, building, health, environmental, safety and other laws, rules and regulation applicable to the Project Real Estate.

(e) Insurance. Fire and extended coverage insurance for the Project Real Estate and such other insurance issued by companies and in amount satisfactory to the City with a loss payable clause in the City's favor.

(f) Leases. If the Project Real Estate is or will be subject to leases, the Borrower shall furnish to the City prior to closing:

(1) A correct and complete copy of each lease for each existing tenant whose term shall coincide with at least the term of this Loan and a pro forma lease to be used for unoccupied space in the Project Real Estate; and

(2) An estoppel letter from each existing lessee in form and content acceptable to the City stating, no default has occurred under the Lease, the lessee is subordinate to the mortgage and that lessee consents to and acknowledges an assignment of the lease to the City.

(g) Licenses. A certified copy of each license, permit and franchise agreement necessary or required to conduct the Borrower's business operation.

7. Legal Matters. The Borrower's counsel shall furnish opinions satisfactory to the City that the Borrower is legally existing and is in good standing in all jurisdictions where it transact business; that the Loan Documents are legal, binding and enforceable in accordance with their terms; that the Loan Documents, and the Borrower's obligations thereunder, do not contravene the terms and conditions of any

agreement to which the Borrower is a party or by which the Borrower is bound; and that there are no judicial or administrative actions, suits or proceedings pending or threatened against or affecting the Borrower or the Project. The Borrower shall cause counsel for the guarantors to deliver to the City legal opinions covering the same matter for the Guarantors. Such opinions shall be dated as of closing.

8. Costs. All costs and expenses incidental to the making, administration and enforcement of the Loan, including fees and expenses of the City's counsel, if any, shall be paid by the Borrower, whether or not the Loan closes.

9. Adverse Change. As of the closing date, there shall be no material adverse change in the value of the Project Real Estate or in the business or financial condition of the Borrower or of any guarantor, the Project Real Estate shall not have suffered any significant damage by fire or other casualty and no condemnation or adverse zoning or other ordinances, restrictions or similar matters shall have been enacted, adopted or proposed by any federal, state or local government or any board, authority, commission, agency or department asserting jurisdiction over the Project Real Estate which, in the City's judgment, would have a material and adverse affect on the Project Real Estate.

10. Bankruptcy. The City shall not be obligated to close the Loan if prior to closing the Borrower or any guarantor or any party who has a financial or business interest in or relationship with the Borrower becomes insolvent or the subject of state insolvency proceedings or a receiver, trustee or custodian or other similar official is appointed for, or takes possession of any part of the property of such party or any such party takes any action to become, or is named, the subject of proceedings under the federal bankruptcy code or state receivership statutes.

11. Transfer Restriction. Except as otherwise provided in the Commitment, the Loan documents shall provide that, during the term of the Loan, or any extension thereof, no sale, conveyance, mortgage, transfer or grant of any interest in encumbered real estate, if any, or any part thereof, nor any sale, assignment, pledge, transfer or grant of any interest or right in any shares of stock or partnership interest in the Borrower shall be made without the prior written consent of the City. The Borrower will continuously maintain its existence and right to do business in the state and the City of West Allis.

12. Other Liens and Fixtures. Except as otherwise provided in the Commitment, the Loan documents shall provide that the Borrower shall not create, nor permit to exist, any liens on, or security interest in, any Project equipment, except the lien of the City, or other personal property or fixtures owned by the Borrower or any guarantors and used or usable in connection with the operation of the Borrower's business and shall not lease any such equipment, property or fixtures without the prior written consent of the City.

13. Insurance and Condemnation Proceeds. Except as otherwise provided in the Commitment, the Loan documents shall provide that all insurance and condemnation proceeds shall be applied to the Note, whether or not then due and payable.

14. Environmental Matters. Borrower represents and warrants to the City that to the best of Borrower's knowledge and belief, and after reasonable inquiry, the past, present or contemplated use of the Project Real Estate has not violated and does not violate any environmental laws, regulations, ordinances, orders or similar governmental restrictions; the Project Real Estate is not within a government identified area of contamination; and the subject property and any site in the vicinity of the same are not nor have

been the site of any oil, hazardous waste or other toxic substance or storage.

15. Use of Funds. The Borrower will use the proceeds of the Loan in the manner set forth in the Commitment Letter.

16. Construction Loans.

(a) Plans and Specifications. Prior to closing, the Borrower shall submit to the lender for its approval final and complete architectural and mechanical plans and specifications for the Project Real Estate. Prior to closing, the Borrower shall furnish evidence that all applicable governmental bodies have approved the plans and specifications.

(b) Construction Costs and Contracts Prior to Closing. The Borrower shall deliver to the City a complete construction cost breakdown, including all soft costs. All construction, architect and engineering contracts for the Project are to be submitted to the City for its review and approval.

(c) Project Completion. The Borrower shall start and complete the Project by the dates indicated in this commitment.

17. Prohibition Against the Borrower's Assignment. The Commitment is not assignable or transferable by the Borrower.

18. Not Joint Venture. The City shall not be deemed to be a partner or joint venturer with the Borrower and Borrower shall indemnify and hold the City harmless from any and all damages resulting from such a construction or alleged construction of the relationship of the parties.

19. Entire Agreement. The Commitment shall supersede all prior written or oral understandings with respect thereto; provided, however, that all written and oral representations of the Borrower, any principal of the Borrower or any guarantor to the City shall be deemed to have been made to induce the City to make the Loan. No modification or waiver of any provision of the Commitment shall be effective unless it is in writing signed by the City.

20. Compliance with Laws. The Borrower shall comply fully with all applicable local, state and federal laws, ordinances, rules and regulations relating to the operation and management of its business, including, without limitation, all such legal matters relating to zoning, subdivision, safety of construction, building codes, land use, environmental protection and conservation. The Borrower shall immediately notify the lender in writing of any notice received from any governmental entity indicating that the Borrower is, or may be in violation of such laws, ordinances, rules or regulations.

21. Complete Performance and Waiver. If the Borrower fails to comply fully with the provisions of this Commitment, the City shall be under no obligation to close the Loan. The waiver by the City of any of the conditions contained herein shall be in writing.

22. Duration of Commitment. If timely accepted, the Commitment shall remain in full force and effect until the closing date as originally scheduled in the Commitment. If the closing does not occur by the closing date or is not extended in accordance with the terms of the Commitment, the City shall have no further obligation under the Commitment.

23. Wisconsin Law. The subject Loan is to be governed by and shall be construed according to the laws of the State of Wisconsin.

24. Financial and Other Data. Prior to closing, the Borrower and each guarantor shall furnish to the City:

(a) Organizational Documents. If a corporation, its articles of incorporation, by-laws, certificate of good standing and a list of current officers and directors; if a partnership, its partnership agreement and certificate of limited partnership (if a limited partnership) and a list of current partners; and

(b) Financial Statements. Current statements of financial condition and earnings.

25. Annual Financial Statements. During the life of the Loan, the Borrower and the guarantors, if any, shall furnish the City with annual financial statements as the City shall reasonably require. The City shall have the right to inspect any related books of account.

26. Representation. The Borrower represents to the City that all information provided to the City to induce the City to issue the Commitment is true and correct.

h\fd-f-e1\bjb

ATTACHMENT "A" TO GENERAL CONDITIONS

CITY OF WEST ALLIS
ECONOMIC DEVELOPMENT LOAN
FEDERAL REQUIREMENTS

BORROWERS: The Chiropractic and Wellness Group, S.C.

COMMITMENT: August 7, 2007

LOAN AMOUNT: \$60,000

This Loan is funded with Federal Community Development Block Grant Funds. Borrowers will fully comply with the following statutes, laws, rules, regulations and other requirements during the term of the Loan.

I. Non-Discrimination.

A. Title VI of the Civil Rights Act of 1964 (Pub. L. 86-352), and implementing regulations issued at 24 CFR Part 1, which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity for which the person receives federal financial assistance and will immediately take measures necessary to effectuate this assurance.

B. Section 109 of the Housing and Community Development Act of 1969, as amended, and the regulations issued at 24 CFR 570.601, which provide that no person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity funded in whole or in part with funds provided under 24 CFR PART 570.

C. Section 504 of the Rehabilitation Act of 1973, as amended (Pub. L. 93-112), and implementing regulations when published for effect. Section 504 provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

D. Title I of the Americans with Disabilities Act of 1990, as amended (Pub. L. 101-336), and implementing regulations. The Act prohibits discrimination against any qualified individual with a disability because of his or her disability in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

II. Equal Employment Opportunity. (All Loans Exceeding \$10,000). Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

A. The Borrowers will not, in carrying out the Project, discriminate against any employee because of race, color, religion, sex, handicap or national origin. It will take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment

without regard to their race, color, religion, sex, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Borrowers shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this non-discrimination clause.

B. The Borrowers will, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap or national origin.

C. The Borrowers will incorporate the foregoing requirements of this section in all of its contracts for Project work, except contracts for standard commercial supplies or raw materials or contracts covered under 24 CFR Part 570 and will require all of its contracts for such work to incorporate such requirements in all subcontracts for work done with funds provided under 24 CFR Part 570.

III. Employment Opportunities For Low Income Residents. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR Part 135, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and contracts for work in connection with the Project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the area of the Project.

IV. Age Discrimination Prohibited. The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations (when published for effect).

V. Drug-Free Work Place. Borrowers certify that they will provide a drug-free work place and will otherwise comply with the Drug-Free Work Place Act of 1988, as amended, and the regulations promulgated thereunder.

VI. Federal Management and Budget Requirements and Procurement Standards.

A. The regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, and A-87, as they relate to the acceptance and use of federal funds under 24 CFR Part 570.

B. All requirements imposed by HUD concerning special requirements of law, program requirements and other administrative requirements approved in accordance with OMB No. A-102, Revised.

C. OMB Circular A-110.

VII. Environmental Review. Borrowers will cooperate with the City in carrying out the following:

A. Consent to assume the status of a responsible federal official for environmental review, decision making and action pursuant to the National Environmental Policy Act of 1969, and the other authorities listed in Part 58, insofar as the provisions of such act or other authorities apply to 24 CFR Part 570.

B. Are authorized to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such official.

VIII. Historic Preservation. Borrowers will comply with the requirements for historic preservation, identification and review set forth in section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a, et seq.), regulations of the Advisory Council on Historic Preservation at 36 CFR 801, and any other regulations promulgated pursuant to section 21 of the Housing and Community Development Act of 1974, as amended.

IX. Relocation. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, implementing regulations at 24 CFR Part 42, and the special provisions of section 570.457, concerning the relocation of residential tenants not covered by the Uniform Act.

X. Labor Standards. The labor standards requirements as set forth in section 570.605 and HUD regulations issued to implement such requirements.

XI. Flood Insurance. The flood insurance purchase requirements of section 102(a) or the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

XII. Facilities. The Borrowers will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities, and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities, indicating that a facility to be used in the Project is under consideration for listing by the EPA.

XIII. Davis-Bacon. The Project may be subject, in whole or in part, to Federal Fair Labor Standards provisions in accordance with the Davis-Bacon Act, as amended (40 U.S.C. section 276a-276a-5), and implementing regulations issued at 24 CFR 570.603; and, the Borrowers will agree that any such work will be done in accordance with such laws and regulations.

XIV. Fraud. The Borrowers have not knowingly and willingly made or used a document or writing containing any false, fictitious or fraudulent statement or entry. It is provided in 18 U.S.C. 1001 that whoever does so within the jurisdiction of any department or agency of the United States shall be fined not more than Ten Thousand Dollars (\$10,000) or imprisoned for not more than five (5) years, or both.

XV. Remedies for Noncompliance. In the event of Borrowers' noncompliance with any of the provisions of these FEDERAL REQUIREMENTS, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

- and/or
- A. Withholding of payments under the Loan Agreement until Borrowers comply;
 - B. Immediate cancellation, termination or suspension of the Loan Agreement, in whole or in part.
 - C. Other remedies that may be legally available.

h\vd-f-aa-f-r\bjb



EXHIBIT E

ECONOMIC DEVELOPMENT LOAN PROGRAM Employee Income Data Form

1. NAME AND ADDRESS OF EMPLOYER:

Name: _____
Address: _____
City: _____ State _____ Zip Code _____

2. NAME AND ADDRESS OF EMPLOYEE:

Name: _____
Address: _____
City: _____ State _____ Zip Code _____

3. EMPLOYEE IDENTIFICATION NUMBER (OR SS#) _____

4. JOB TITLE: _____

5a. DATE HIRED ___/___/___
5b. DATE TERMINATED, IF APPLICABLE ___/___/___
5c. Date RETAINED ___/___/___
5d. DATE REPLACEMENT HIRED ___/___/___

6. AVERAGE HOURS PER WEEK WORKED: _____

7. WHEN HIRED, WAS THE EMPLOYEE LMI (LOW AND/OR MODERATE INCOME)?
YES _____ NO _____

8. LMI STATUS VERIFIED BY:
____ EMPLOYEE INCOME CERTIFICATION FORM
____ WISCONSIN JOB SERVICE

HUD ALSO REQUESTS THE FOLLOWING INFORMATION:

Employer:

After the new and current employees have completed the "Employee Income Certification For", please provide the following information for all employees

PURPOSE OF THIS FORM:

Your employer recently obtained an Economic Development Loan from the City of West Allis. The Economic Development Loan Financial Assistance Program receives special federal funds in the form of a Community Development Block Grant from the City of West Allis. The funds are to expand business and employment opportunities in the community . One of the requirements of this federal program is that your employer must provide job opportunities to low-to-moderate income persons. This form is intended to verify whether your employer is meeting the federal requirements.

To be completed by employer:	
LOAN RECIPIENT/EMPLOYER _____	
NAME OF EMPLOYEE _____	
RACE: (Please mark one)	
<input type="checkbox"/> White	<input type="checkbox"/> Black/African American
<input type="checkbox"/> Asian	<input type="checkbox"/> American Indian/Alaskan Native
<input type="checkbox"/> Native Hawaiian/Other Pacific Islander	<input type="checkbox"/> American Indian/Alaskan Native and White
<input type="checkbox"/> Asian & White	<input type="checkbox"/> Black/African American and White
<input type="checkbox"/> American Indian/Alaskan and Black/African	<input type="checkbox"/> Asian Pacific Islander
<input type="checkbox"/> Other Multi-Racial	<input type="checkbox"/> Hispanic
POSITION OF EMPLOYEE _____	
DATE OF EMPLOYMENT BEGAN _____	
AVERAGE NUMBER OF HOURS PER WEEK _____	

To be completed by employee:	
I hereby declare that size of my family* is _____ and that our total family income** is _____	
(number of persons)	
_____ the limit of income, <u>as shown on the next page.</u>	
(indicate "above" or "below")	
Signature of Employee _____	
Are you a female head of household? <input type="checkbox"/> Yes <input type="checkbox"/> No	

**INSTRUCTIONS FOR
COMPLETING THIS FORMS:**

Find the number of persons in your household in Table below. Then look across to the income figures listed to the left. Circle the family income level nearest to but not exceeding your current income.

2003 Low/Moderate Income Verification Table

Income Level	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
30 % of Median	14100	16150	18150	20150	21750	23400	25000	26600
Very Low- Income	23500	26900	30250	33600	36300	39000	41650	44350
Low-Income	37650	43000	48400	53750	58050	62350	66650	70950
Exceeds Indicated Income Levels	37651+	43001+	48401+	53751+	58051+	62351+	66651	70951+

- * "Family" means all persons residing in the same household.
- ** "Income" means that of all members of the family over 18 years of age. However, unearned income (such as income from trust funds or investments) must be included regardless of the age of the beneficiary. Income includes wages, pensions, social security benefits, rents, and interest from any asset.

**Exhibit F – General Condition
CITY OF WEST ALLIS
ECONOMIC DEVELOPMENT LOANS
(EQUIPMENT)**

Borrower: The Wellness and Chiropractic Group, S.C.

Commitment: August 8, 2007

Loan Amount: \$60,000.00

In addition to the other terms and conditions set forth in the Commitment, the Loan is subject to the following general requirements, terms and conditions and borrower representations:

1. Closing. Closing is defined as the execution and delivery of the Note and other required Loan Documents by and between the City and the Borrower. Time is of the essence with respect to the closing date. There can be no extensions of the closing date unless applied for in writing and granted in writing at least ten (10) days prior to the original closing date.

2. Job Creation. With one year of closing, the Project will create or have created at least the number of permanent, full time jobs for low to moderate income persons indicated in the Commitment Letter. The Borrower will agree that the jobs created will be held by low to moderate income persons and that it will provide training for any of those jobs requiring special skills or education; and, will give to the City, upon demand, such information as the City may deem necessary to document this requirement. A low to moderate income person is defined as a member of a low to moderate income family within the current applicable income limits for the section 8 Rental Assistance Program administered by the City.

3. Need for Assistance. Borrower represents that the Project would not be undertaken unless the public funding on which it is based becomes available, as the Borrower can maximally raise only a portion of the debt and equity funds necessary to complete the Project.

4. Federal Regulations. Throughout the term of the Loan, the Borrower will comply with all applicable federal regulations set forth within the Federal Regulations hereby attached.

5. Loan Documentation. Borrower shall execute and deliver to the City an Economic Development Loan Agreement, and all other Loan documents which the City shall deem necessary or require relative to the completion of the Loan. Such documents shall be in form, substance and content satisfactory to the City. All documents and data pertaining to the legal aspects of the transaction are subject to the approval of the City Attorney. Borrower shall provide such other documentation and/or assurances as the City or its Attorney may reasonably require.

6. Other Documentation. Prior to closing, to the extent required by the City, the Borrower shall furnish to the City in form and content acceptable to the City:

(a) Current reports of the Wisconsin Secretary of State and of the Milwaukee County Register of Deeds evidencing all perfected security interests in the Project equipment and fixtures and copies of all financing statements filed in connection therewith.

(b) All appropriate documents evidencing the existence and good standing of the Borrower and any guarantors and resolutions authorizing the Project and the Loan and directing the appropriate officers or partners of the Borrower, as the case may be, to execute and deliver the Loan documents.

(c) Evidence from the appropriate governmental authorities and such other evidence, certificates or opinions as the City may require showing or stating that the Borrower's business facilities and operations will comply with all applicable zoning, building, health, environmental, safety and other laws, rules and regulations.

(d) Such policies or other evidence of coverage acceptable to the City of all insurance required under the Loan Documents.

(e) A certified copy of each license, permit and franchise agreement

necessary or required to conduct the Borrower's business operation.

(f) All Loan Documents which the City shall deem necessary or require relative to the completion of the subject Loan, including the Note, security agreements and such financing statements as are required for the perfection thereof.

7. Legal Matters. The Borrower's counsel shall furnish opinions satisfactory to the City that the Borrower is legally existing and is in good standing in all jurisdictions where it transact business; that the Loan Documents are legal, binding and enforceable in accordance with their terms; that the Loan Documents, and the Borrower's obligations thereunder, do not contravene the terms and conditions of any agreement to which the Borrower is a party or by which the Borrower is bound; and that there are no judicial or administrative actions, suits or proceedings pending or threatened against or affecting the Borrower or the Project. The Borrower shall cause counsel for the guarantors to deliver to the City legal opinions covering the same matter for the Guarantors. Such opinions shall be dated as of closing.

8. Costs. All costs and expenses incidental to the making, administration and enforcement of the Loan, including fees and expenses of the City's counsel, if any, shall be paid by the Borrower, whether or not the Loan closes.

9. Adverse Change. The City shall not be obligated to close the Loan if, as of the closing date, there shall be a material adverse change in the value of the business or financial condition of the Borrower or of any guarantor.

10. Bankruptcy. The City shall not be obligated to close the Loan if prior to closing the Borrower or any guarantor or any party who has a financial or business interest in or relationship with the Borrower becomes insolvent or the subject of state insolvency proceedings or a receiver, trustee or custodian or other similar official is appointed for, or takes possession of any part of the property of such party or any such party takes any action to become, or is named, the subject of proceedings under the

federal bankruptcy code or state receivership statutes.

11. Transfer Restriction. Except as otherwise provided in the Commitment, the Loan documents shall provide that, during the term of the Loan, or any extension thereof, no sale, conveyance, mortgage, transfer or grant of any interest in encumbered real estate, if any, or any part thereof, nor any sale, assignment, pledge, transfer or grant of any interest or right in any shares of stock or partnership interest in the Borrower shall be made without the prior written consent of the City. The Borrower will continuously maintain its existence and right to do business in the City of West Allis.

12. Other Liens and Fixtures. Except as otherwise provided in the Commitment, the Loan documents shall provide that the Borrower shall not create, nor permit to exist, any liens on, or security interest in, any Project equipment, except the lien of the City, or other personal property or fixtures owned by the Borrower or any guarantors and used or usable in connection with the operation of the Borrower's business and shall not lease any such equipment, property or fixtures without the prior written consent of the City.

13. Insurance and Condemnation Proceeds. Except as otherwise provided in the Commitment, the Loan documents shall provide that all insurance and condemnation proceeds shall be applied to the Note, whether or not then due and payable.

14. Environmental Matters. Borrower represents and warrants to the City that to the best of Borrower's knowledge and belief, and after reasonable inquiry, that its business operations and facilities have not violated, do not nor will they violate any environmental laws, regulations, ordinances, orders or similar governmental restrictions; and the facility is not within a government identified area of contamination; and the facility and any site in the vicinity of the same are not nor have been the site of any oil, hazardous waste or other toxic substance or storage.

15. Use of Funds. The Borrower will use the proceeds of the Loan in the manner set forth in the Commitment Letter.

16. Prohibition Against the Borrower's Assignment.

The Commitment is not assignable or transferable by the Borrower.

17. Not Joint Venture. The City shall not be deemed to be a partner or joint venturer with the Borrower and Borrower shall indemnify and hold the City harmless from any and all damages resulting from such a construction or alleged construction of the relationship of the parties.

18. Entire Agreement. The Commitment shall supersede all prior written or oral understandings with respect thereto; provided, however, that all written and oral representations of the Borrower, any principal of the Borrower or any guarantor to the City shall be deemed to have been made to induce the City to make the Loan. No modification or waiver of any provision of the Commitment shall be effective unless it is in writing signed by the City.

19. Compliance with Laws. The Borrower shall comply fully with all applicable local, state and federal laws, ordinances, rules and regulations relating to the operation and management of its business, including, without limitation, all such legal matters relating to zoning, subdivision, safety of construction, building codes, land use, environmental protection and conservation. The Borrower shall immediately notify the lender in writing of any notice received from any governmental entity indicating that the Borrower is, or may be in violation of such laws, ordinances, rules or regulations.

20. Complete Performance and Waiver. If the Borrower fails to comply fully with the provisions of this Commitment, the City shall be under no obligation to close the Loan. The waiver by the City of any of the conditions contained herein shall be in writing.

21. Duration of Commitment. If timely accepted, the Commitment shall remain in full force and effect until the closing date as originally scheduled in the Commitment. If the closing does not occur by the closing date or is not extended in accordance with the terms of the Commitment, the City shall have no further obligation under the Commitment.

22. Wisconsin Law. The subject Loan is to be governed by and shall be construed

according to the laws of the State of Wisconsin.

23. Financial and Other Data. Prior to closing, the Borrower and each guarantor shall furnish to the City:

(a) Organizational Documents. If a corporation, its articles of incorporation, by-laws, certificate of good standing and a list of current officers and directors; if a partnership, its partnership agreement and certificate of limited partnership (if a limited partnership) and a list of current partners; and

(b) Financial Statements. Current statements of financial condition and earnings.

24. Annual Financial Statements. During the life of the Loan, the Borrower and the guarantors, if any, shall furnish the City with annual financial statements as the City shall reasonably require. The City shall have the right to inspect any related books of account.

25. Representation. The Borrower represents to the City that all information provided to the City to induce the City to issue the Commitment is true and correct.

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CITY OF WEST ALLIS
ECONOMIC DEVELOPMENT LOANS
GENERAL CONDITIONS
(REAL ESTATE)

BORROWER: The Chiropractic and Wellness Group, S.C.
COMMITMENT: August 7, 2007
LOAN AMOUNT: \$60,000

In addition to the other terms and conditions set forth in the Commitment, the Loan is subject to the following general requirements, terms and conditions and borrower representations:

1. Closing. Closing is defined as the execution and delivery of the Note and other required Loan Documents by and between the City and the Borrower. Time is of the essence with respect to the closing date. There can be no extensions of the closing date unless applied for in writing and granted in writing at least ten (10) days prior to the original closing date.
2. Job Creation. Within three years of closing, the Project will create or have created at least the number of permanent, full time jobs for low to moderate income persons indicated in the commitment letter. The Borrower will agree that the jobs created will be held by low-to-moderate income persons and that it will provide training for any of those jobs requiring special skills or education; and, will give to the City, upon demand, such information as the City may deem necessary to document this requirement. A low to moderate income person is defined as a member of a low to moderate income family within the current applicable income limits for the section 8 Rental Assistance Program administered by the City.
3. Need for Assistance. Borrower represents that the Project would not be undertaken unless the public funding on which it is based becomes available, as the Borrower can maximally raise only a portion of the debt and equity funds necessary to complete the Project.
4. Federal Regulations. Throughout the term of the Loan, the Borrower will comply with all applicable federal regulations set forth on Attachment A, Federal Regulations.
5. Loan Documentation. Borrower shall execute and deliver to the City an Economic Development Loan Agreement, and all other Loan documents, which the City shall deem necessary or require relative to the completion of the Loan. Such documents shall be in form, substance and content satisfactory to the City. All documents and data pertaining to the legal aspects of the transaction are subject to the approval of the City Attorney. Borrower shall provide such other documentation and/or assurances as the City or its Attorney may reasonably require.
6. Other Documentation. Prior to closing, to the extent required by the City, the Borrower shall furnish to the City in form and content acceptable to the City:

(a) Title Insurance. A title insurance policy on an A.L.T.A. form in the amount of the Loan issued by a title company and through a title agency approved by the City, naming the City as insured mortgagee, and insuring that the title to the Project Real Estate is vested in fee simple in the Borrower and that the City has a second lien on the Project Real Estate with no exceptions or exclusions other than as may be approved by or acceptable to the City. The title commitment shall also provide such affirmative coverage over items such as access, construction liens and zoning as may be required by the City.

(b) Survey. A current survey of the Project Real Estate showing the legal description of the Real Estate, the boundaries of the land, the location of improvements (either as made or as proposed) and any other features affecting the Real Estate, including, without limitation, all streets, easements, rights of way, utility lines, bodies of water, encroachments both onto the Real Estate and from the Real Estate onto adjacent real estate, and set back and other building lines, as the City may require. The surveyor shall be a registered land surveyor in the State of Wisconsin. The surveyor shall certify the accuracy of the survey to the City.

(c) Authority. All appropriate documents evidencing the existence and good standing of the Borrower and any guarantors and resolutions authorizing the Project and the Loan and directing the appropriate officers or partners of the Borrower, as the case may be, to execute and deliver the Loan documents.

(d) Compliance. Evidence from the appropriate governmental authorities and such other evidence, certificates or opinions as the City may require showing or stating that the intended use of the Project Real Estate will comply with all applicable zoning, building, health, environmental, safety and other laws, rules and regulation applicable to the Project Real Estate.

(e) Insurance. Fire and extended coverage insurance for the Project Real Estate and such other insurance issued by companies and in amount satisfactory to the City with a loss payable clause in the City's favor.

(f) Leases. If the Project Real Estate is or will be subject to leases, the Borrower shall furnish to the City prior to closing:

(1) A correct and complete copy of each lease for each existing tenant whose term shall coincide with at least the term of this Loan and a pro forma lease to be used for unoccupied space in the Project Real Estate; and

(2) An estoppel letter from each existing lessee in form and content acceptable to the City stating, no default has occurred under the Lease, the lessee is subordinate to the mortgage and that lessee consents to and acknowledges an assignment of the lease to the City.

(g) Licenses. A certified copy of each license, permit and franchise agreement necessary or required to conduct the Borrower's business operation.

7. Legal Matters. The Borrower's counsel shall furnish opinions satisfactory to the City that the Borrower is legally existing and is in good standing in all jurisdictions where it transact business; that the Loan Documents are legal, binding and enforceable in accordance with their terms; that the Loan Documents, and the Borrower's obligations thereunder, do not contravene the terms and conditions of any

agreement to which the Borrower is a party or by which the Borrower is bound; and that there are no judicial or administrative actions, suits or proceedings pending or threatened against or affecting the Borrower or the Project. The Borrower shall cause counsel for the guarantors to deliver to the City legal opinions covering the same matter for the Guarantors. Such opinions shall be dated as of closing.

8. Costs. All costs and expenses incidental to the making, administration and enforcement of the Loan, including fees and expenses of the City's counsel, if any, shall be paid by the Borrower, whether or not the Loan closes.

9. Adverse Change. As of the closing date, there shall be no material adverse change in the value of the Project Real Estate or in the business or financial condition of the Borrower or of any guarantor, the Project Real Estate shall not have suffered any significant damage by fire or other casualty and no condemnation or adverse zoning or other ordinances, restrictions or similar matters shall have been enacted, adopted or proposed by any federal, state or local government or any board, authority, commission, agency or department asserting jurisdiction over the Project Real Estate which, in the City's judgment, would have a material and adverse affect on the Project Real Estate.

10. Bankruptcy. The City shall not be obligated to close the Loan if prior to closing the Borrower or any guarantor or any party who has a financial or business interest in or relationship with the Borrower becomes insolvent or the subject of state insolvency proceedings or a receiver, trustee or custodian or other similar official is appointed for, or takes possession of any part of the property of such party or any such party takes any action to become, or is named, the subject of proceedings under the federal bankruptcy code or state receivership statutes.

11. Transfer Restriction. Except as otherwise provided in the Commitment, the Loan documents shall provide that, during the term of the Loan, or any extension thereof, no sale, conveyance, mortgage, transfer or grant of any interest in encumbered real estate, if any, or any part thereof, nor any sale, assignment, pledge, transfer or grant of any interest or right in any shares of stock or partnership interest in the Borrower shall be made without the prior written consent of the City. The Borrower will continuously maintain its existence and right to do business in the state and the City of West Allis.

12. Other Liens and Fixtures. Except as otherwise provided in the Commitment, the Loan documents shall provide that the Borrower shall not create, nor permit to exist, any liens on, or security interest in, any Project equipment, except the lien of the City, or other personal property or fixtures owned by the Borrower or any guarantors and used or usable in connection with the operation of the Borrower's business and shall not lease any such equipment, property or fixtures without the prior written consent of the City.

13. Insurance and Condemnation Proceeds. Except as otherwise provided in the Commitment, the Loan documents shall provide that all insurance and condemnation proceeds shall be applied to the Note, whether or not then due and payable.

14. Environmental Matters. Borrower represents and warrants to the City that to the best of Borrower's knowledge and belief, and after reasonable inquiry, the past, present or contemplated use of the Project Real Estate has not violated and does not violate any environmental laws, regulations, ordinances, orders or similar governmental restrictions; the Project Real Estate is not within a government identified area of contamination; and the subject property and any site in the vicinity of the same are not nor have

been the site of any oil, hazardous waste or other toxic substance or storage.

15. Use of Funds. The Borrower will use the proceeds of the Loan in the manner set forth in the Commitment Letter.

16. Construction Loans.

(a) Plans and Specifications. Prior to closing, the Borrower shall submit to the lender for its approval final and complete architectural and mechanical plans and specifications for the Project Real Estate. Prior to closing, the Borrower shall furnish evidence that all applicable governmental bodies have approved the plans and specifications.

(b) Construction Costs and Contracts Prior to Closing. The Borrower shall deliver to the City a complete construction cost breakdown, including all soft costs. All construction, architect and engineering contracts for the Project are to be submitted to the City for its review and approval.

(c) Project Completion. The Borrower shall start and complete the Project by the dates indicated in this commitment.

17. Prohibition Against the Borrower's Assignment. The Commitment is not assignable or transferable by the Borrower.

18. Not Joint Venture. The City shall not be deemed to be a partner or joint venturer with the Borrower and Borrower shall indemnify and hold the City harmless from any and all damages resulting from such a construction or alleged construction of the relationship of the parties.

19. Entire Agreement. The Commitment shall supersede all prior written or oral understandings with respect thereto; provided, however, that all written and oral representations of the Borrower, any principal of the Borrower or any guarantor to the City shall be deemed to have been made to induce the City to make the Loan. No modification or waiver of any provision of the Commitment shall be effective unless it is in writing signed by the City.

20. Compliance with Laws. The Borrower shall comply fully with all applicable local, state and federal laws, ordinances, rules and regulations relating to the operation and management of its business, including, without limitation; all such legal matters relating to zoning, subdivision, safety of construction, building codes, land use, environmental protection and conservation. The Borrower shall immediately notify the lender in writing of any notice received from any governmental entity indicating that the Borrower is, or may be in violation of such laws, ordinances, rules or regulations.

21. Complete Performance and Waiver. If the Borrower fails to comply fully with the provisions of this Commitment, the City shall be under no obligation to close the Loan. The waiver by the City of any of the conditions contained herein shall be in writing.

22. Duration of Commitment. If timely accepted, the Commitment shall remain in full force and effect until the closing date as originally scheduled in the Commitment. If the closing does not occur by the closing date or is not extended in accordance with the terms of the Commitment, the City shall have no further obligation under the Commitment.

23. Wisconsin Law. The subject Loan is to be governed by and shall be construed according to the laws of the State of Wisconsin.

24. Financial and Other Data. Prior to closing, the Borrower and each guarantor shall furnish to the City:

(a) Organizational Documents. If a corporation, its articles of incorporation, by-laws, certificate of good standing and a list of current officers and directors; if a partnership, its partnership agreement and certificate of limited partnership (if a limited partnership) and a list of current partners; and

(b) Financial Statements. Current statements of financial condition and earnings.

25. Annual Financial Statements. During the life of the Loan, the Borrower and the guarantors, if any, shall furnish the City with annual financial statements as the City shall reasonably require. The City shall have the right to inspect any related books of account.

26. Representation. The Borrower represents to the City that all information provided to the City to induce the City to issue the Commitment is true and correct.

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ATTACHMENT "A" TO GENERAL CONDITIONS

CITY OF WEST ALLIS
ECONOMIC DEVELOPMENT LOAN
FEDERAL REQUIREMENTS

BORROWERS: The Chiropractic and Wellness Group, S.C.

COMMITMENT: August 7, 2007

LOAN AMOUNT: \$60,000

This Loan is funded with Federal Community Development Block Grant Funds. Borrowers will fully comply with the following statutes, laws, rules, regulations and other requirements during the term of the Loan.

I. Non-Discrimination.

A. Title VI of the Civil Rights Act of 1964 (Pub. L. 86-352), and implementing regulations issued at 24 CFR Part 1, which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity for which the person receives federal financial assistance and will immediately take measures necessary to effectuate this assurance.

B. Section 109 of the Housing and Community Development Act of 1969, as amended, and the regulations issued at 24 CFR 570.601, which provide that no person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity funded in whole or in part with funds provided under 24 CFR PART 570.

C. Section 504 of the Rehabilitation Act of 1973, as amended (Pub. L. 93-112), and implementing regulations when published for effect. Section 504 provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

D. Title I of the Americans with Disabilities Act of 1990, as amended (Pub. L. 101-336), and implementing regulations. The Act prohibits discrimination against any qualified individual with a disability because of his or her disability in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

II. Equal Employment Opportunity. (All Loans Exceeding \$10,000). Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

A. The Borrowers will not, in carrying out the Project, discriminate against any employee because of race, color, religion, sex, handicap or national origin. It will take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment

without regard to their race, color, religion, sex, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Borrowers shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this non-discrimination clause.

B. The Borrowers will, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap or national origin.

C. The Borrowers will incorporate the foregoing requirements of this section in all of its contracts for Project work, except contracts for standard commercial supplies or raw materials or contracts covered under 24 CFR Part 570 and will require all of its contracts for such work to incorporate such requirements in all subcontracts for work done with funds provided under 24 CFR Part 570.

III. Employment Opportunities For Low Income Residents. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR Part 135, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and contracts for work in connection with the Project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the area of the Project.

IV. Age Discrimination Prohibited. The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations (when published for effect).

V. Drug-Free Work Place. Borrowers certify that they will provide a drug-free work place and will otherwise comply with the Drug-Free Work Place Act of 1988, as amended, and the regulations promulgated thereunder.

VI. Federal Management and Budget Requirements and Procurement Standards.

A. The regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, and A-87, as they relate to the acceptance and use of federal funds under 24 CFR Part 570.

B. All requirements imposed by HUD concerning special requirements of law, program requirements and other administrative requirements approved in accordance with OMB No. A-102, Revised.

C. OMB Circular A-110.

VII. Environmental Review. Borrowers will cooperate with the City in carrying out the following:

A. Consent to assume the status of a responsible federal official for environmental review, decision making and action pursuant to the National Environmental Policy Act of 1969, and the other authorities listed in Part 58, insofar as the provisions of such act or other authorities apply to 24 CFR Part 570.

B. Are authorized to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such official.

VIII. Historic Preservation. Borrowers will comply with the requirements for historic preservation, identification and review set forth in section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a, et seq.), regulations of the Advisory Council on Historic Preservation at 36 CFR 801, and any other regulations promulgated pursuant to section 21 of the Housing and Community Development Act of 1974, as amended.

IX. Relocation. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, implementing regulations at 24 CFR Part 42, and the special provisions of section 570.457, concerning the relocation of residential tenants not covered by the Uniform Act.

X. Labor Standards. The labor standards requirements as set forth in section 570.605 and HUD regulations issued to implement such requirements.

XI. Flood Insurance. The flood insurance purchase requirements of section 102(a) or the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

XII. Facilities. The Borrowers will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities, and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities, indicating that a facility to be used in the Project is under consideration for listing by the EPA.

XIII. Davis-Bacon. The Project may be subject, in whole or in part, to Federal Fair Labor Standards provisions in accordance with the Davis-Bacon Act, as amended (40 U.S.C. section 276a-276a-5), and implementing regulations issued at 24 CFR 570.603; and, the Borrowers will agree that any such work will be done in accordance with such laws and regulations.

XIV. Fraud. The Borrowers have not knowingly and willingly made or used a document or writing containing any false, fictitious or fraudulent statement or entry. It is provided in 18 U.S.C. 1001 that whoever does so within the jurisdiction of any department or agency of the United States shall be fined not more than Ten Thousand Dollars (\$10,000) or imprisoned for not more than five (5) years, or both.

XV. Remedies for Noncompliance. In the event of Borrowers' noncompliance with any of the provisions of these FEDERAL REQUIREMENTS, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

- A. Withholding of payments under the Loan Agreement until Borrowers comply,
- and/or
- B. Immediate cancellation, termination or suspension of the Loan Agreement, in
- whole or in part.
- C. Other remedies that may be legally available.



EXHIBIT H

I, Charles D. Blodgett and I, Michael K. Drout
 Members of The Chiropractic and Wellness Group, S.C., hereby attest that confidential financial statements have been provided to the City of West Allis for the purpose of loan underwriting and are filed within the Department of Development.

I, [Signature], Community Development Manager for the City of West Allis attest that the financial statements for Charles D. Blodgett and Michael K. Drout, Members of The Chiropractic and Wellness Group, S.C., were received and are on file within the Department of Development.

State of Wisconsin)
) ss
 Milwaukee County)

Personally came before me this 19th of September, 2007, the above-named Charles D. Blodgett, and Michael K. Drout who executed the foregoing instrument and acknowledged the same.

Witness my hand and official seal.

Notary Public State of Wisconsin
 Print Name: Kristin D. Palmer
 My Commission Expires: 2/24/08